

BOARD OF EDUCATION AGENDA

REGULAR MEETING

June 24, 2025 - 5:30 PM

Alameda City Hall - Council Chambers

2263 Santa Clara Avenue Alameda, California 94501
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).

Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board will hear public comments on Closed Session agenda items in Council Chambers in City Hall (located at 2263 Santa Clara Avenue). The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. For members of the public who are unable to log in or attend in person, please send public comments related to Closed Session agenda items to: klonergan@alamedaunified.org. Public comments received prior to 5:00 PM on Monday, June 23, 2025 will be distributed to Board of Education members prior to the meeting.
2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 at City Hall (2263 Santa Clara Avenue) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Staff Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1))
District Designated Representative: Leone, Alberts, & Duus (1 Case):

1) Boseh v. Alameda Unified School District: Case No. 25CV119666 (Alameda County Superior Court).

Request to Hear Appeal of Uniform Complaint (Govt. Code, §54957, subd. (b) (1)): (1 Appeal Request):

1) Complaint #25-0010

3. *****

Reconvene to Public Session - 6:30 PM - Council Chambers

Alameda Unified School District encourages public participation in person or remotely.

In Person Participation

Meeting locations are listed at the top of the agenda.

A speaker slip must be submitted to speak on any item in person.

Remote Participation via Zoom on a Computer/Smart Phone/Device

Ensure you are using the most current version of the Zoom app or an updated web browser. Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

Remote Participation via Standard Telephone Call

Call **669-900-9128** and enter the Meeting ID listed at the top of the agenda. Dial *9 to raise your hand when you wish to speak on an item and dial *6 to unmute once you have been called to speak.

Join Public Board Meeting at 6:30pm (Zoom format):

Zoom Registration Link: https://alamedaca-gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

4. Reconvene to Public Session - 6:30pm - Council Chambers in City Hall (located at 2263 Santa Clara Avenue)
5. Call to Order/Pledge of Allegiance - 6:30pm - Council Chambers in City Hall (located at 2263 Santa Clara Avenue) - Board Member Jennifer Williams will call the meeting to order and he will lead the Pledge of Allegiance
6. Introduction of Board Members and Staff - Board Member Jennifer Williams will call roll
7. Closed Session Action Report

B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action

C. COMMUNICATIONS

D. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of 2024-25 FY Annual Report for Proposition 28 Arts and Music in Schools (AMS) Funding
5. Approval of 2025-26 Consolidated Application for Funding Categorical Programs
6. Approval of 2025-26 Local Control and Accountability Plan (LCAP) Federal Addendum
7. Approval of Bill Warrants and Payroll Registers
8. Approval of CSBA Recommended Updates to Board Policies Reviewed at the May 22, 2025 Board Policy Subcommittee Meeting
9. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
10. Approval of Increase in Meeting Stipend for Board of Education Members
11. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
12. Ratification of Contracts Executed Pursuant to Board Policy 3300
13. Resolution No. 2024-2025.76 Approval of Budget Transfers, Increases, Decreases
14. Resolution No. 2024-2025.77 Authorization to Dispose of Surplus Property
15. Resolution No. 2024-2025.78 Approval of Participation in Bids/Contracts of Other Public Agencies (Piggyback Contracts), Authority to Award Piggyback Contracts, and Adoption of Federal Small Purchase Threshold for Child Nutrition Programs for 2025-2026
16. Resolution No. 2024-2025.79 Authorization of the Superintendent and/or Assistant Superintendent of Business Services to Sign Orders Drawn on the District Funds During the Summer until August 12, 2025
17. Resolution No. 2024-2025.80 Authorization for Superintendent and/or Assistant Superintendent of Business Services to Accept Low Apparent Bid Awards During the Summer Until August 12, 2025
18. Resolution No. 2024-2025.81 Annual Delegation of Authority to Approve Year-End Budget Transfers
19. Resolution No. 2024-2025.82 Approval to Establish Temporary Interfund Transfers
20. Resolution No. 2024-2025.83 Appointment of Authorized Agents to Sign Warrants & Disbursements on District's Non-County Treasury Bank Accounts
21. Resolution No. 2024-2025.84 Appointment of Authorized Agents to Sign Official Documents and Reports
22. Resolution No. 2024-2025.85 Annual Delegation of Authority to Submit Fee-Based Applications for Construction Projects
23. Resolution No. 2024-2025.86 Delegation of Authority to Purchase and Contract
24. Resolution No. 2024-2025.88 Authorization for Superintendent and/or Assistant Superintendent, Human Resources to Extend Offers of Employment During the Summer Until August 12, 2025

E. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General

Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. Consideration of Naming the Alameda High School Scoreboard in Honor of Richard Bullock, Sr. (10 Mins/Action)
2. Presentation of 2024-2025 Local Indicators (15 Mins/Information)
3. Approval of 2025-26 Local Control and Accountability Plan (LCAP) (5 Mins/Action)
4. Adherence to Proposition 2 - Previously Approved Schematic Design for Measure B Wood Middle School New Construction Project (5 Mins/Public Hearing/Information)
5. Adherence to Proposition 2 - Previously Approved Schematic Design for Measure B Otis Elementary School New Construction Project (5 Mins/Public Hearing/Information)
6. Adoption of the 2025-2026 Budget (5 Mins/Action)
7. Approval of Resolution No. 2024-2025.87 Adoption of 2025-2026 Education Protection Account (EPA) Spending Plan (5 Mins/Action)
8. Approval of Alameda Family Services Contracts for Fiscal Year 2025-2026 (5 Mins/Action)

F. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 in City Hall (2263 Santa Clara Avenue) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Item Type: Closed Session

Background: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 at City Hall (2263 Santa Clara Avenue) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Staff Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1)) District Designated Representative: Leone, Alberts, & Duus (1 Case):

1) Boseh v. Alameda Unified School District: Case No. 25CV119666 (Alameda County Superior Court).

Request to Hear Appeal of Uniform Complaint (Govt. Code, §54957, subd. (b) (1)): (1 Appeal Request):

1) Complaint #25-0010

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2025-2026 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2025-2026 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Acceptance of Donations

Item Type: Consent

Background: Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific schools or departments, and for specific use.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase the revenues of the District in the amount of \$106,881.80.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary Site Donations	6/17/2025	Backup Material

2024-2025
Summary Site Donations
June 2, 2025 - June 13, 2025

Slip Date	Site	Donor	Amount	Site Total	Total Donations
6/2/2025	Alameda HS	Torgil Zethson	\$ 29.99		
6/2/2025	Alameda HS	Torgil Zethson	\$ 1.35		
6/4/2025	Alameda HS	David Stroller	\$ 45.00		
6/4/2025	Alameda HS	Imelda Gonzales	\$ 135.00		
6/4/2025	Alameda HS	Julia Owens/Jeremy Owens	\$ 24.95		
6/4/2025	Alameda HS	Stefanie Stroup Cox	\$ 91.00		
6/5/2025	Alameda HS	Sophia McKinsey-Galindo	\$ 30.00		
6/5/2025	Alameda HS	Heyssell Duarte	\$ 55.00		
6/5/2025	Alameda HS	Geronimo Coffin	\$ 80.00		
6/5/2025	Alameda HS	Amy Marrs	\$ 30.00		
6/5/2025	Alameda HS	Nardos Gehad	\$ 30.00		
6/9/2025	Alameda HS	Alameda HS ASB	\$ 3,140.75		
6/9/2025	Alameda HS	Aly Gueye/Gamou Mbodj	\$ 50.00		
6/9/2025	Alameda HS	Andrea Leal	\$ 140.15		
6/9/2025	Alameda HS	Bill Wailim Ho/Li Ho	\$ 27.00		
6/9/2025	Alameda HS	Brian Hamilton	\$ 207.00		
6/9/2025	Alameda HS	Carrie Madarang	\$ 30.00		
6/9/2025	Alameda HS	Craig Enis	\$ 30.00		
6/9/2025	Alameda HS	Daniel Busuioc	\$ 125.55		
6/9/2025	Alameda HS	David Nilson Keys Jr	\$ 165.05		
6/9/2025	Alameda HS	Derek Kim	\$ 30.00		
6/9/2025	Alameda HS	Eric Griffith	\$ 400.00		
6/9/2025	Alameda HS	Eric Letourneau/Greg Pullman	\$ 21.99		
6/9/2025	Alameda HS	Gabriel Beil	\$ 30.00		
6/9/2025	Alameda HS	Hashima Dailey	\$ 14.00		
6/9/2025	Alameda HS	Helen Kim	\$ 171.00		
6/9/2025	Alameda HS	Jacqueline Musich	\$ 122.50		
6/9/2025	Alameda HS	Jhana Kind	\$ 30.00		
6/9/2025	Alameda HS	Joel Cho	\$ 44.97		
6/9/2025	Alameda HS	John Galindo	\$ 147.50		
6/9/2025	Alameda HS	Joshua Schefers/Cashel O'Boyle	\$ 16.00		
6/9/2025	Alameda HS	Karin Jenks/Stephen Jenks	\$ 68.50		
6/9/2025	Alameda HS	Kenneth Choi	\$ 140.00		
6/9/2025	Alameda HS	Mai Lee Vang	\$ 21.00		
6/9/2025	Alameda HS	Michael Estrada	\$ 180.00		
6/9/2025	Alameda HS	Michael Wilson	\$ 30.00		
6/9/2025	Alameda HS	Monica Digioacchino	\$ 312.75		
6/9/2025	Alameda HS	Mylene Perdiguerra	\$ 40.00		
6/9/2025	Alameda HS	Noah Graham	\$ 30.00		
6/9/2025	Alameda HS	Nobue Shimizu Khan	\$ 30.00		
6/9/2025	Alameda HS	Peter and Sarah Yoo	\$ 256.60		
6/9/2025	Alameda HS	Raymond Daoakes/Angela Murphy	\$ 211.00		
6/9/2025	Alameda HS	Sajan Skaria	\$ 30.00		
6/9/2025	Alameda HS	Sandra Baldonado	\$ 140.00		
6/9/2025	Alameda HS	Sarah Henry	\$ 30.00		
6/9/2025	Alameda HS	Seth Hamlin	\$ 161.00		
6/10/2025	Alameda HS	Cash	\$ 359.00		
5/27/2025	Alameda HS	Alina Stark	\$ 40.00		
5/27/2025	Alameda HS	Philip Luo/Pamela Telschow Luo	\$ 40.00		
5/30/2025	Alameda HS	Cash	\$ 1,407.00		

**2024-2025
Summary Site Donations
June 2, 2025 - June 13, 2025**

6/2/2025 Alameda HS	Russell Dawson/Regina Dawson	\$	500.00	
				\$ 9,522.60
6/9/2025 Bay Farm	The Blackbaud Giving Fund	\$	50.00	
5/27/2025 Bay Farm	Bay Farm PTA	\$	1,465.00	
				\$ 1,515.00
5/30/2025 Edison	Edison PTA	\$	29,609.27	
				\$ 29,609.27
6/2/2025 Island HS	Charles Gonzalez	\$	39.73	
				\$ 39.73
5/27/2025 Lincoln	Aitong Li	\$	100.00	
5/27/2025 Lincoln	Derek Kim/Hee Won Kim	\$	147.00	
5/27/2025 Lincoln	Mei Ying Kuang	\$	147.00	
5/27/2025 Lincoln	Rosalind Pellam	\$	147.00	
5/27/2025 Lincoln	Sandra Gibson	\$	147.00	
5/27/2025 Lincoln	Serge Wilson	\$	200.00	
5/27/2025 Lincoln	Tatia Lira	\$	147.00	
5/15/2025 Lincoln	Suzy Arena	\$	147.00	
5/16/2025 Lincoln	Samantha Soules	\$	147.00	
5/21/2025 Lincoln	Deanna Wood	\$	147.00	
5/26/2025 Lincoln	Cooper Stewart	\$	147.00	
5/27/2025 Lincoln	Paige Salstrand	\$	147.00	
5/27/2025 Lincoln	Huiwen Feng	\$	30.00	
5/27/2025 Lincoln	Nathaniel Lee	\$	147.00	
5/28/2025 Lincoln	Renee Lama	\$	147.00	
5/28/2025 Lincoln	Omar Pahati	\$	30.00	
5/29/2025 Lincoln	Trina Chung	\$	147.00	
5/29/2025 Lincoln	Van Dang	\$	30.00	
5/29/2025 Lincoln	Van Dang	\$	147.00	
5/29/2025 Lincoln	Merryn Oliveira	\$	147.00	
5/29/2025 Lincoln	Raenelle Reed	\$	147.00	
5/29/2025 Lincoln	Michelle Lau-Seim	\$	30.00	
5/29/2025 Lincoln	Tara Navarro	\$	11.00	
5/29/2025 Lincoln	Deepak Surendran Pillai	\$	11.00	
5/29/2025 Lincoln	Nora Fedewa	\$	147.00	
5/29/2025 Lincoln	Mary Ann	\$	30.00	
5/30/2025 Lincoln	Tina Wang	\$	147.00	
5/30/2025 Lincoln	Melissa Linzer	\$	30.00	
5/30/2025 Lincoln	Ali Blesse	\$	147.00	
5/30/2025 Lincoln	Danielle Gilbert	\$	147.00	
5/30/2025 Lincoln	Theonie Nguyen	\$	147.00	
5/30/2025 Lincoln	Sara Lopez	\$	30.00	
5/30/2025 Lincoln	Shalabh Moonat	\$	147.00	
5/31/2025 Lincoln	Iris Pham	\$	147.00	
5/31/2025 Lincoln	Kenny Cheung	\$	147.00	
5/31/2025 Lincoln	Veronica Baylosi Morin	\$	147.00	
6/2/2025 Lincoln	Linh Ngo	\$	147.00	
6/2/2025 Lincoln	Shirley Torres	\$	147.00	
6/2/2025 Lincoln	Lisa Freitas	\$	147.00	
6/2/2025 Lincoln	Avery Harper	\$	147.00	
6/2/2025 Lincoln	Daniel Hurst	\$	147.00	
6/2/2025 Lincoln	Ayanna Reed	\$	147.00	
6/2/2025 Lincoln	Emily Daniels	\$	147.00	
6/2/2025 Lincoln	Amy Nyquist	\$	147.00	

2024-2025
Summary Site Donations
June 2, 2025 - June 13, 2025

6/2/2025 Lincoln	Courtney Bergin	\$	30.00	
6/2/2025 Lincoln	Michelle Macarai	\$	147.00	
6/2/2025 Lincoln	Charles Hertz	\$	30.00	
6/2/2025 Lincoln	Julienne Alford	\$	147.00	
6/2/2025 Lincoln	Charles Hertz	\$	30.00	
6/3/2025 Lincoln	Chameelah Walke Douglas	\$	147.00	
6/3/2025 Lincoln	Veronica Valencia-Corral	\$	30.00	
6/3/2025 Lincoln	Jessica Liu	\$	30.00	
6/4/2025 Lincoln	Sara Bauermeister	\$	11.00	
6/4/2025 Lincoln	E Medina	\$	30.00	
6/4/2025 Lincoln	Deborah Heuerman	\$	30.00	
6/6/2025 Lincoln	Liza Dinata	\$	18.00	
				<u>\$ 6,063.00</u>
5/29/2025 Love Elementary	Audubon Canyon Ranch	\$	4,812.00	
5/29/2025 Love Elementary	Oakland Zoo	\$	113.00	
6/5/2025 Love Elementary	Love Elementary PTA	\$	18,000.00	
6/9/2025 Love Elementary	Literati	\$	74.90	
6/9/2025 Love Elementary	Toni Moore	\$	13.00	
				<u>\$ 23,012.90</u>
6/6/2025 Maya Lin	Maya Lin Elementary PTA	\$	36,220.00	
				<u>\$ 36,220.00</u>
6/5/2025 Otis	Paizley Spencer	\$	802.30	
				<u>\$ 802.30</u>
6/6/2025 Paden	Stephanie Eisenberg	\$	80.00	
				<u>\$ 80.00</u>
6/4/2025 Wood MS	Jerone Bacud	\$	17.00	
				<u>\$ 17.00</u>
				<u><u>\$ 106,881.80</u></u>

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of 2024-25 FY Annual Report for Proposition 28 Arts and Music in Schools (AMS) Funding

Item Type: Consent

Background: California Education Statute EC8820(g)(4) requires the Annual Report for Proposition 28 Arts and Music in Schools (AMS) Funding be approved by the LEA's Board of Education, submitted to the California Department of Education (CDE) through the Arts and Music in Schools Portal, and posted to the LEA's website.

The mandated information for this report includes:

- The number of full-time equivalent teachers, classified personnel, and teaching aides
- The number of pupils served
- The number of school sites providing arts education programs with AMS funds

Staff seek the Board's approval of the Annual Report for Prop 28 for the FY 2024-25.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): Upon release from the State, funds for these categorical programs will be reflected in the Alameda Unified School District categorical budgets.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
📎 2024-25 Prop 28 Annual Report_6.24.25	6/17/2025	Backup Material

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2024-25

Name: Alameda Unified
CDS Code: 01-61119-0000000
Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

The Prop 28 arts education program in the Alameda Unified School District (AUSD) is a dynamic initiative tailored to meet the diverse needs of its student population, which reflects the rich cultural tapestry of the community and the broader San Francisco Bay Area region. With a student body of approximately 9,000 students spanning preschool to high school, AUSD is committed to providing equitable access to high quality arts education for all learners. The arts education program is designed to be inclusive and accessible to all students, regardless of their background or circumstances. With approximately 27% of students identified as low income and 17% as English learners, AUSD recognizes the importance of providing additional support and resources to ensure that every student has the opportunity to engage with and benefit from arts education. School administrators, in collaboration with teachers, families, and students, play a crucial role in shaping and implementing the arts education program. By working together, they can make informed decisions that best serve the needs and interests of the local school community. This collaborative approach ensures that the arts education program is responsive to the unique strengths, challenges, and aspirations of AUSD students. The Prop 28 funding supports various aspects of the arts education program, including instruction and training, supplies, materials, and partnerships with arts organizations and community stakeholders. These resources enable AUSD to provide enriching arts experiences both inside and outside the classroom, fostering creativity, critical thinking, and collaboration among students. The Prop 28 arts education program in the Alameda Unified School District is a testament to the district's commitment to providing a well-rounded education that prepares students for success in the 21st century. By embracing diversity, fostering collaboration, and prioritizing equitable access, AUSD is ensuring that all students have the opportunity to explore their creativity, express themselves, and reach their full potential through the arts.

2. Number of full-time equivalent teachers (certificated).	6.0
3. Number of full-time equivalent personnel (classified).	0.0
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	5,367
6. Number of school sites providing arts education.	16
Date of Approval by Governing Board/Body	6/24/2025 12:00:00 AM
Annual Report Data URL	https://www.alamedaunified.org/departments/curriculum-instruction/accountability/prop28

Submission Date 6/13/2025 10:28:30 AM

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of 2025-26 Consolidated Application for Funding Categorical Programs

Item Type: Consent

Background: The Consolidated Application for Funding Categorical Programs is the District's annual application to the State for specified categorical program funds.

While in December 2015 the Every Student Succeeds Act (ESSA) was signed into law, the Consolidated Application process put into place during The No Child Left Behind Act of 2001 (NCLB) has continued to serve as the method of applying for and reporting on federal categorical funds for school districts.

The Alameda Unified School District programs funded through the Consolidated Application for 2025-26 are the following:

- Title I, Part A (Basic Grant)
- Title II, Part A (Supportive Effective Instruction)
- Title III, Part A (English Learner)
- Title III, Part A (Immigrant)
- Title IV, Part A (Student and School Support)

The Consolidation Application (ConApp) is typically released by the California Department of Education (CDE) in April/May with a June submission by Local Education Agencies (LEAs). In addition to Board action, the ConApp also needs to be approved by the District's English Language Advisory Group (DELAC).

Staff is requesting Board approval of this item.

AUSD LCAP Goals: 2b. Support all English Learners (ELs) in becoming college and career ready.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): Upon release from the State, funds for these categorical programs will be reflected in the Alameda Unified School District categorical budgets.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ 2025-26 ConApp Certification_6.24.25	6/18/2025	Backup Material

2025–26 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/ca24assurance.toc.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	Kirsten Zazo
Authorized Representative's Signature	
Authorized Representative's Title	Assistant Superintendent
Authorized Representative's Signature Date	06/17/2025

*****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.

2025–26 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	Kirsten Zazo
Authorized Representative's Title	Assistance Superintendent
Authorized Representative's Signature Date	06/17/2025
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)	

2025–26 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	06/25/2024
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Kirsten Zazo
Authorized Representative's Title	Assistant Superintendent of Educational Services

*****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.

2025–26 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*****

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.

2025–26 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	\$125.64
Estimated English learner student count	709
Estimated English learner student program allocation	\$89,079

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 Student Program Consortium Details web page located at <https://www.cde.ca.gov/sp/ml/elconsortium.asp>.

Budget

Professional development activities	\$26,000
Program and other authorized activities	\$27,404
English Proficiency and Academic Achievement	\$22,000
Parent, family, and community engagement	\$7,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$6,675
Total budget	\$89,079

*****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.

2025–26 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	\$99.32
Estimated immigrant student count	388
Estimated immigrant student program allocation	\$38,536

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	\$35,648
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,888
Total budget	\$38,536

*****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.

2025–26 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) 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 CDE web site at <https://www.cde.ca.gov/fg/ac/sa/>.

2025–26 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)	Substitute System Based on Sampling Method We understand there are challenges that may occur due to funding changes during the year that may affect deviation but are under the 10% threshold.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of 2025-26 Local Control and Accountability Plan (LCAP) Federal Addendum

Item Type: Consent

Background: Local educational agencies applying for Every Student Succeeds Act (ESSA) funds must complete the LCAP Federal Addendum (Addendum) as part of meeting the requirements for the ESSA LEA Plan.

AUSD programs included in the Federal Addendum include:

- Title I, Part A (Basic Grant)
- Title II, Part A (Teacher Quality)
- Title III, Part a (LEP Students) (LEP = Limited English Proficient Students/English Language Learners)

The Federal Addendum is submitted in tandem with the Consolidated Application and Local Control and Accountability Plan (LCAP).

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ 2025 LCAP Federal Addendum_6.24.25	6/17/2025	Backup Material

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

School Year

2024-25

Date of Board Approval

6/25/2024

LEA Name

Alameda Unified School District

CDS Code:

01 611190000000

Link to the LCAP:

(optional)

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template**.

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development**. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources**; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

AUSD's strategy for using federal funding to supplement and enhance district efforts funded with state funds is detailed across the range of goals, actions, and services in the LCAP. In the most recent release of the California School Dashboard, the socioeconomically disadvantaged student subgroup in AUSD performed at the 'Yellow' level for three of the state indicators (Chronic Absenteeism, ELA, and Math) and 'Green' for the rest. The English Learner student subgroup, while 'Green' for Graduation Rate, is 'Yellow' for four indicators (ELA, Math, Suspension, and College and Career) and 'Orange' for Chronic Absenteeism. These identified needs drive the aligned use of both federal funding in support of these subgroups (Title 1, Part A for Socioeconomically Disadvantaged students and Title III, Part A for English Learners and Immigrant students) to the activities and services funded with state funds. More specifically, in AUSD Title I, Part A activities and services are part of the district's ongoing implementation of a Multi-Tiered System of Supports (MTSS). The activities and services funded by Title 1 are in alignment with district and site efforts to establish a strong Tier 1 program both academically and behaviorally as well as building out Tier 2 and 3 resources in support of identified student needs. Title III, Part A activities and services are part of the district's ongoing implementation of a more robust English Language Development (ELD) program that delivers effective Integrated and Designated ELD as well as an effective program for immigrants/newcomers. Title II, Part A funding is utilized to enhance the depth and breadth of professional development available to support the district's instructional initiatives. This has included a range of supports for teachers including coaching, conferences, and collaboration time. In 2023-24 Title II, Part A funding will provide aligned support for professional development to support curricular implementation in Math, ELA, Science, instructional technology and the district's overall Instructional Leadership Team

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Alameda Unified School District's Local Control and Accountability Plan (LCAP) includes among the detailing of Goals, Actions, and Services the specific alignment of federal funds with activities funded by state and local funds. A number of efforts on the part of multiple staff support this ongoing alignment. Such efforts include:

1. Alignment of site-based use of Title 1 and LCFF Supplemental funding by School Site Council via the Single Plan for Student Achievement (SPSA).
2. Coordination of Parent/Guardian Liaison personnel efforts by the Coordinator of Family Involvement and Student Engagement.
3. Alignment of resources and efforts across Title 1, LCFF Supplemental, and Special Education (through the Extended School Year (ESY) Program) during summer school programming.
4. Support for collaboration of Title 1 Instructional coaches and intervention lead staff to align efforts across Title 1 Schoolwide program at the elementary level.
5. Engagement with principals to ensure alignment of Title 1 efforts across program components (including Professional Development and Alternative Supports) to districtwide implementation of Multi-Tiered System of Supports (MTSS).
6. Alignment of all Title II efforts to existing professional development in support of curricular implementation including but not limited to Inquiry by Design ELA program, Instructional Coaching, and Instructional Leadership Team activities.
7. Alignment of all Title III efforts by the Coordinator of Language and Literacy with activities supporting English Learners under LCFF Supplemental and general funding. This includes supplemental curricular supports, expansion of program options, and professional development.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (<i>as applicable</i>)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

The number of children eligible for free or reduced-price meals

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDE's website (<https://www.cde.ca.gov/pd/ee/peat.asp>) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
 - a. Number of low-income students
 - b. Number of minority students
2. Does the LEA have an educator equity gap –
 - a. If yes, must create a plan which must include root cause analysis of the disparity
 - b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available [here](#).

THIS ESSA PROVISION IS ADDRESSED BELOW:

AUSD has utilized the guidance provided within CDE's federal addendum resources to collect data on educator equity (<https://www.cde.ca.gov/pd/ee/edequity/lcapaddendum.asp>). Enrollment data, demographic data for low-income and 'minority' students, and teacher workforce data were all gathered from CDE's Data Quest web page using the instructions provided. Human Resources staff provided data on teacher effectiveness and out-of-field teachers. Below a summary provides the data for the four schools at the upper and lower end of the spectrum for percentage of 'minority' and low income students, respectively.

Teacher Experience:

1. 3.1 percent of teachers at the four schools with the highest percentage of minority students have two or fewer years of teaching experience while . 7.4 percent of teachers in schools with the lowest percentage of minority students have two or fewer years of teaching experience. No significant equity gap was found.
2. 3.1 percent of teachers at the four schools with the highest percentage of low income students have two or fewer years of teaching experience while 7.4 percent of teachers in schools with the lowest percentage of low income students have two or fewer years of teaching experience. To address this and other identified staffing needs, the human resources department are reviewing hiring policies and practices to determine how additional flexibility can be introduced so that students with high percentages of socioeconomically disadvantaged students are prioritized in staffing experience and qualified staff. This includes looking a contract language that would support posting positions earlier which would limit movement in the district.

Teacher Effectiveness:

1. There are no teachers at the four schools with the highest percentage of minority students are misassigned or teaching without credentials while .41 percent of teachers in schools with the lowest percentage of minority students are misassigned or teaching without credentials. No significant equity gap was found.
2. There are no at the four schools with the highest percentage of low income students are misassigned or teaching

without credentials while 0.41 percent of teachers in schools with the lowest percentage of low income students are misassigned or teaching without credentials. No significant equity gap was found.

Out-of-field Teachers:

1. .82 percent of teachers at the four schools with the highest percentage of minority students are out-of-field while 1.6 percent of teachers in schools with the lowest percentage of minority students are out-of-field. No significant equity gap was found.

2. .82 percent of teachers at the four schools with the highest percentage of low income students are out-of-field while 1.6 percent of teachers in schools with the lowest percentage of low income students are out-of-field. No significant equity gap was found.

On November 6, 2019, the SBE approved updated definitions for “ineffective” and “out-of-field” teachers to be included in the amended California ESSA Consolidated State Plan.

Term	Definition
Ineffective teacher	<p>An ineffective teacher is any of the following:</p> <ul style="list-style-type: none"> • An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or • A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned) • An individual who holds no credential, permit, or authorization to teach in California. <p>Under this definition, teachers with the following limited emergency permits would be considered ineffective:</p> <ul style="list-style-type: none"> • Provisional Internship Permits, • Short-Term Staff Permits • Variable Term Waivers <p>Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record</p>
Out-of-field teacher	<p>A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field:</p> <ul style="list-style-type: none"> • General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • Short-Term Waivers • Emergency English Learner or Bilingual Authorization Permits <p>Local Assignment Options (except for those made pursuant to the <i>California Code of Regulations</i>, Title 5, Section 80005[b])</p>
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.
Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

Beyond the work of the Parent/Guardian Liaisons, the principal and other site staff will continue to support the full range of parent/guardian/family engagement programs and activities at the sites including parent/guardian leadership in school governance, family/school events, effective communication, and parent/guardian/family education. At the schools identified for (CSI and ASTI) PTSA, SSC, and ELAC these meetings will be used to review data, determine site needs, and input from Parent/guardians in the creation of the Improvement plans.

A key component of the districtwide efforts to support parent/guardian/family engagement is the School Smarts program. This program, composed of a series of workshops lead by school staff, is designed to provide parents/guardians the training needed to effectively support their own student as well as empower them to act as leaders within the school community. At the secondary level the district offers parent university events which support parents/guardians/family members in understanding the college application and acceptance process including the important steps to take during grades 6-12 to prepare. During these sessions at the schools that have been identified for Comprehensive Support and Improvement, parents give input and participate in the development of the Improvement Plans. In 23-24 we focused efforts on supporting transition years.

In 23-24 we also be working on implement dual capacity framework focused on effectively engaging with families in ways that lead to increased student achievement.

- Teams aligned their family engagement practices with the achievement goals and priorities in their school improvement plan.

- Teams evaluated their current family engagement activities and plan for improved outcomes.

- The school Principal, teachers, and families engaged in sessions focused on supporting strong family partnerships at the school site

To meet this requirement, LEAs must provide a description of the following:

ESSA Section 1112(b)(3): how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

ESSA Section 1112(b)(7): the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))
4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))

7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14).
8. Describe how the LEA will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Our Title 1 Parent Engagement Policy was developed jointly with each school site's SSC, Title 1 Advisory teams, Leadership Teams, and PTAs during the first meetings of the year (held in September). The policy is distributed in the following ways: during orientation days, schools' welcome packets, electronically via newsletters, parent-teacher conferences, and available in the school's main office. Our Title 1 school sites provide assistance to parents of children served by the school in understanding such topics as the challenging State academic standards, State and local academic assessments in a variety of ways including parent training nights facilitated by counselors and ELAC site representatives, Parent Liaisons and ELD para professionals provide 1:1 support in parent's home language (Spanish primarily), Home language support provided through our multilingual Aeries communication. This year all parents were texted a link to a video in their preferred language. This video explained their own child's CAASPP test scores and provided information on how parents can help their child in identified areas. Parents learn to monitor their child's progress and work with educators to improve the achievement of their children during monthly ELAC educational parent meetings, literacy nights, and state testing support nights. Our Title 1 school sites provide materials and training to help parents to work with their children to improve their children's achievement to foster parental involvement via school and classroom newsletters (now translated automatically with new Aeries automatically translated messaging), coffee with the principal, STEAM nights, via SART Breakfasts, literacy nights, videos highlighting specific home supports, math homework scannable worksheets for parent support, access to tech programs such as RAZ kids and Edmentum for home use, FASTalk (curriculum aligned activities via text to families in their home language), ELAC sponsored Parent University- workshop on Common Core Math and how to help your child, monthly PTA newsletter, and use of school platforms at home. Our school district has adopted and works to implement several Equity and Inclusion practices, for example, we have focused on Restorative Practice training for staff, community, and families in an effort to establish and build community, trust and rapport. AUSD is also implementing Facing History and Ourselves as part of our district-wide commitment towards building awareness of race, class, privilege, ability/disability, and other characteristics that moves us apart vs closer by identifying our common humanity. This work is supporting to educate teachers, specialized instructional support personnel, principals, school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. Our district has created parent letters and documents that teachers can use to help explain core curriculum, assessments, and SEL competencies. Our teachers, ELD staff, Parent Liaisons and administration teams work very closely with our PTAs, participate in our Monthly Family Cafes, SSC meetings. Most recently, AUSD launched a family education program called Parenting Greatly that intentionally seeks to ask families what they would need to hear, see to feel welcomed in their schools. Families are also asked what PTAs and SSCs could do to help them feel included in leadership or decision making committees. The feedback collected is shared back with decision making teams. Our Title 1 school sites provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language such parents understand through the following activities: ELAC, STEAM Nights, Aeries Communication, Newsletters, Facebook, Aeries Communication, Family information nights on specific educational/ standards topics, Principal/Classroom Newsletters, Literacy events, Back to School Night, and Title 1 Information Night, and Special Education Nights coordinated by our special education department which hosts multiple listening sessions and speakers covering topics related to students with disabilities.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

In order to provide opportunities for all children at our SWP sites, specifically our English Language Learners, Students with Disabilities, Students who receive Free or Reduced Lunch, and Students who are in Foster Care, and sub-groups who are not meeting proficiency, sites have specific goals identified around their unduplicated groups as well as their lowest performing sub-groups (this includes African American, and Filipino students). Each site has identified strategies based upon their site-specific data.

Small Group Instruction and Interventions for students who are not meeting proficiency in ELA and Math:

Intervention Support, data analysis and reading and math differentiation (i.e.: strategic and intensive learning groups), Provide Instructional Support for small group intervention support and individualized intervention plans, student study team & behavior intervention team processes for struggling and at-risk students, Common Planning and Implementation of Intervention Support for Language Arts and Math including Differentiation (ELA, Math, Designated & integrated ELD) Professional Development & School-wide and Grade Level Teacher Collaboration for planning and organization for integrated units of study Innovative Plan (Global Learning, STEM curriculum, Social Emotional Learning), Build a schedule that allows for students to be build at times that will limit the effect on tier 1 instruction, Meet with grade level teams every 6 weeks to change groupings based on data, Bring in staff trainer for Culturally Responsive Teaching and Learning. Explore book study over summer or the school year.

English Language Development supporting our English Language Learners:

Intervention Support for Language Arts Differentiation (ELA, Designated & integrated ELD, strategic learning groups/platooning, Blended Learning), Monitoring/supporting the implementation of the district's Designated ELD curriculum, purchasing Books and Materials to support After School Intervention for ELA and Math, Modify a school walkthrough tool to include equitable access for LEP students (Integrated ELD), Teacher Walkthroughs to use the tool and see each other, Professional Development using data from walkthrough tools as well as integrated ELD, Integrated ELD instruction training series, Create Master Schedule to support ELD rotations and continue to implement a 30 minute ELD rotation 4 or 5x per week Utilize best practices and appropriate curriculum consistently for EL students, Conduct walk through observations focused on EL strategies being implemented in classrooms, Create Fall and Spring PD opportunities for teachers to engage with District EL coaches.

Increasing STEM and Innovation programs supporting our African American, English Language Learners, and Socioeconomically disadvantaged students:

Integrate Technology and Software to support Innovative Plan, teaching for common core ELA, ELD, Math and Blended Learning opportunities/ online subscription for reading and math intervention & acceleration, Coaching and Supports for STEM Learning/Innovative Plan, Supplies purchased for STEM Learning, Continue to implement STEAM lessons in STEAM Studio, bring more lessons to classrooms

Use Master Schedule to prioritize first instruction and create RTI periods for students to have targeted support in the areas of need.

Increasing our capacity to meet the needs of our Student with Disabilities:

Bolster our Teacher Hourly Budget to allow for training and support outside of regular staff meetings, Modify a school walkthrough tool to include equitable access for students with disabilities, Co-Teaching and Push In support makes up 40% of special education instruction, Limit use of replacement curriculum and give access to Tier 1 curriculum, Adhere to CCC lesson guides and train resources teacher on the curriculum to support, Create Master Schedule to ensure that students with disabilities are being supported as much as possible towards achieving grade level standards, Continue with STAR lab to support all students in a schoolwide RTI model for reading acceleration., Ensure resource program is using replacement curriculum and keeping up with grade level standards, or supporting students within their classrooms.

Monitoring effectiveness with our Stakeholders:

Schedule monthly Coffee's with Principal, Administer family input survey, Provide ongoing communication through REMIND, robo and newsletters, Invite ELL families to participate in ELAC, create other spaces and places for families to provide input.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Alameda Unified School District helps McKinney Vento families by providing backpacks and school supplies, transportation via bus passes when requested for the children to get to and from school, and assistance with accessing supports from the community such as Dine and Connect, free laundry services, Safe Space parking program, emergency hotel vouchers, mental health referrals, physical health and dental referrals, etc. The Coordinator of Student Support Services provides McKinney Vento trainings to the enrollment team, school attendance clerks, school office managers, school admin teams, and other support staff to ensure that staff can recognize and help identify homeless youth in order to provide them with assistance. The Coordinator of Student Support Services also meets monthly with the City of Alameda's Homeless Outreach Team and the City of Alameda's Collaborative for Children, Youth and their Families team to ensure collaboration and coordination of care within the City of Alameda. These meetings help with referrals to Alameda Unified for McKinney Vento student enrollment. Additionally, these partners post McKinney Vento enrollment posters in their facilities that give information on how to enroll in Alameda Unified if they are a homeless family. Homeless youth have case management and wrap-around services provided to them through the Intervention Lead at their home school. The Intervention Lead monitors and provides supports around the student's attendance, academic achievement, social-emotional wellbeing, and their basic needs.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

N/A

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE I, PART D

Description of Program ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Formal Agreements ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Comparable Education Program ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Successful Transitions ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Educational Needs ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children

and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

AUSD's induction programs for teachers and administrators provide a clear path toward clearance of credentialing as well as overall professional growth and improvement.

For teachers, induction is managed by Human Resources staff and supports teachers over the course of two years towards obtaining their full, clear credential. This includes the support provided by a full-time teacher on special assignment who work specifically with new teachers to guide them through the induction process. Ongoing, teachers who require additional support are able to volunteer or may be referred to the Peer Assistance and Review (PAR) program. This pairs the teacher with an identified, exemplary teacher through a professional growth process. Most recently, district staff and members of the Alameda Education Association (AEA) have engaged in a multi-year committee process to redesign the contractual evaluation process for AUSD. This work is culminating in a set of final recommendations and revision of Collective Bargaining Agreement article language that will guide implementation in the coming year. Changes to the existing process include the use of more detailed and targeted rubrics to guide goal setting, increased professional development for administrators and teachers to ensure consistency in observations/evaluations, and differentiated options for teachers to demonstrate growth.

For principals and other administrative leaders, AUSD supports staff through their commission-approved Administrative Services induction program as well as providing additional support when identified. New administrators are also provided the opportunity to partner with a veteran administrator for mentorship. Ongoing, administrators are provided additional supports as identified. These may include formal coaching. All administrators are provided ongoing professional development to support growth and improvement. This takes place through summer professional development days, monthly Instructional Leadership Team meetings, monthly K-12 site administrator PD meetings, and monthly Management Team meetings.

In addition we have expanded our ability to offer distributed leadership opportunities for teachers at school sites. We have coordinated systems and teaming structures across the district to include teachers to participate in expanded leadership capacity opportunities. We also expanded the amount of teacher stipends to include leadership roles and opportunities to learn and develop leadership skills.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address these questions:

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.

2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The professional development activities funded by Title II, Part A are available to staff from all schools. Aligned to the actions/services under state funded activities, priority consideration is given to schools with the highest percentage of socioeconomically disadvantaged students.

In 2023-24 the majority of the instructional coaching in the district was funded through LCFF Supplemental resources, focusing this support at schools with high percentages of unduplicated pupils. These staff will ultimately be able to provide increased amounts of professional development to these sites, some of which will align and overlap with efforts funded through Title II, Part A, as they are the primary method of PD delivery.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
 - a. Teachers
 - b. Principals and other school leaders
 - c. Paraprofessionals (including organizations representing such individuals)
 - d. Specialized instructional support personnel
 - e. Charter school leaders (in a local educational agency that has charter schools)
 - f. Parents
 - g. Community partners
 - h. Organizations or partners with relevant and demonstrated expertise in programs and activities
6. Please explain how often the LEA meaningfully consults with these educational partners.

AUSD annually monitors student outcomes via the range of indicators identified in the LCAP. In 2018-19 a new screening/diagnostic assessment system was implemented. Since this time we have used this data to engage in collaborative discussion to identify student needs and, ultimately, professional development to support teachers in meeting those needs.

A grant-funded Data Coordinator position was added through the end of 2019-20. This has become a permanent position which is funded partially from LCFF supplemental dollars and general fund dollars. The work of this position includes a breadth and depth of training for administrators and leadership teams in the continuous improvement process. This has supported the SPSA process and is a key facet of the decision-making process with regards to professional development needed to improve student outcomes.

Key forums for ongoing consultation with teachers are designated workgroups, community roundtables, and contractually defined committees (Evaluation, Technology, Academic). These groups provide input that directly or indirectly inform professional development. Similarly, input from administrators is solicited through leaders of the local chapter of the Association of California School Administrators (ACSA) and input from other bargaining groups through their leadership. Also measuring the effectiveness of professional development are surveys soliciting teacher/admin

(participant) feedback. District staff also routinely assess the level of implementation of various curricular components.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Effective professional development specific to English Learner needs in AUSD is provided in multiple ways. A key component of professional development for EL needs are 3-5 day training series to support delivery of integrated and/or designated ELD. These span a semester and are delivered by instructional coaches via sub-release time for teachers. Participants are engaged in supplemental professional development in the form of collaboration sessions after school in which they receive support to apply their learning.

Instructional coaches also deliver professional development at sites during staff meetings, grade-level team or department meetings, and 1 on 1 for teachers. 1 on 1 support can include model lessons, collaborative lesson design, visits with debriefs following, and lesson study at sites. Instructional coaches are themselves engaged in professional growth through a regular network meeting and through conference/training opportunities.

Additional professional development in support of English Learners includes PD to support implementation of specific programs such as the expanded newcomer curriculum and the recently developed Long Term English Learner elective options. Administrators are also provided PD to support their work with ELs through the ILT/Admin PD venue.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

AUSD continues to expand the newcomer program options for students. These programs includes expanded course options to engage newcomers in more rigorous core content. These classrooms have also been provided with supplemental technology (in the form of chromebooks) and instructional materials. Specific newcomer curriculum is being developed ongoing.

Title III Programs and Activities

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:

1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
 - are focused on English learners and consistent with the purposes of Title III;
 - enhance the core program; and
 - are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

As described above, a significant activity under Title III, Part A has and will continue to be professional development in service of effective integrated and designated ELD instruction. Additional activities in support of this effort have included curriculum development and enhancement of materials. In past years this was primarily focused on the new K-5 English Language Arts (ELA) adoption. Instructional coaches and other staff have been provided time to develop ELD lessons articulated to the new K-5 curriculum that embody the instructional strategies focused on in cohort training. ELD staff also identified specific texts within the new adoption that were only provided in teacher copies and purchased individual student copies for ELs to use during instruction. At the secondary level staff have been provided time and resources to develop and implement a course for Long Term English Learners (LTELs) at the high school level. Following the success of this model, staff are developing comparable curriculum for the middle school level. This course, titled Social Justice and Youth Empowerment, provides the necessary Designated ELD instruction while engaging students in a high interest curriculum including community action. Overall, AUSD will continue to develop lessons/curriculum for ELD articulated to newly adopted curricula and continue to expand the options and revise existing courses at the secondary level for all ELs and especially LTELs.

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

AUSD does not currently allocated Title III, Part A funds directly to individual schools sites. The activities and program described above are funded districtwide to support English Learners across all schools. As detailed in the LCAP, AUSD will continue to evaluate the district's implementation of effective designated and integrated ELD instruction as well as the academic and behavioral outcomes of English Learners at all schools.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than \$30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
 - a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least \$30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

The data used for the needs assessment for Title IV, Part A are found in our 2024-25 LCAP metrics in relation to Academics and relationship with students and families. Title IV priorities were created based on parent/stakeholder input at LCAP Community Advisory committee and listening sessions, staff, stakeholder and student surveys. Alameda Unified School District (AUSD) used the California Healthy Kids Survey (CHKS) to identify support for students through Title IV funds. The CHKS is part of the California School Climate, Health, and Learning Survey System, which provides schools and districts with critical information about their learning and teaching environments. It was administered to students in grades five, seven, nine, and eleven, and is part of our comprehensive, data-driven decision-making process aimed at improving school climate and student learning environment. The themes that emerged from these sessions strongly detailed the AUSD's need to provide professional development and collaboration to our staff on how to increase access to academic content, understanding of mental health and building a connection to families.

What activities will be included within the support for a well-rounded education?

We will be supporting activities to promote the development, implementation, and strengthening of programs to teach traditional government education outlined in the ESSA and CDE site. We are looking to significantly increase social emotional performance indicators for all our students. These metrics include: Access to Mental Health Services, Attendance, Behavior, Connection to Staff, Administrators, and Teachers.

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

We will be monitor our progress towards achieving our three year goals outlined in our 204-25 LCAP.

Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

The data used for the needs assessment for Title IV, Part A are found in our 2024-25 LCAP metrics in relation to Academics and relationship with students and families. Title IV priorities were created based on parent/stakeholder input at LCAP Community Advisory committee and listening sessions, staff, stakeholder and student surveys. Alameda Unified School District (AUSD) used the California Healthy Kids Survey (CHKS) to identify support for students through Title IV funds. The CHKS is part of the California School Climate, Health, and Learning Survey System, which provides schools and districts with critical information about their learning and teaching environments. It was administered to students in grades five, seven, nine, and eleven, and is part of our comprehensive, data-driven decision-making process aimed at improving school climate and student learning environment. The themes that emerged from these sessions strongly detailed the AUSD's need to provide professional development and collaboration to our staff on how to increase access to academic content, understanding of mental health and building a connection to families.

What activities will be included within the support for safety and health of students?

We will be supporting activities outlined in the ESSA and CDE that improve instructional practices for developing relationship-building skills, such as effective communication, and improve safety. The impact is to significantly increase social emotional performance indicators for all our students. These metrics include: Access to Mental Health Services, Attendance, Behavior, Connection to Staff, Administrators, and Teachers.

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

We will be monitor our progress towards achieving our three year goals outlined in our 2024-25 LCAP.

Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

The data used for the needs assessment for Title IV, Part A are found in our 2024-25 LCAP metrics in relation to Academics and relationship with students and families. Title IV priorities were created based on parent/stakeholder input at LCAP Community Advisory committee and listening sessions, staff, stakeholder and student surveys. Alameda Unified School District (AUSD) used the California Healthy Kids Survey (CHKS) to identify support for students through Title IV funds. The CHKS is part of the California School Climate, Health, and Learning Survey System, which provides schools and districts with critical information about their learning and teaching environments. It was administered to students in grades five, seven, nine, and eleven, and is part of our comprehensive, data-driven decision-making process aimed at improving school climate and student learning environment. The themes that emerged from these sessions strongly detailed the AUSD's need to provide professional development and collaboration to our staff on how to increase access to academic content, understanding of mental health and building a connection to families.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

Title IV funds will be used to improve the use of technology to improve academic achievement by providing professional development to educators, school leaders, and administrators with the professional learning tools and resources to personalize learning to improve student academic achievement through STAR Renaissance and Aeries Analytics trainings. These resources specifically will support: 1)personalize learning to improve student academic achievement; 2) use technology effectively in the classroom, including by administering computer-based assessments; and 3) implement and support school- and district-wide approaches for using technology to inform instruction, support teacher collaboration, and personalize learning.

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

We will be monitor our progress towards achieving our three year goals outlined in our 2024-25 LCAP.

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at <https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp>.

Date of LEA's last conducted needs assessment:

6/6/2024

California Department of Education
Email: TitleIV@cde.ca.gov Web site: <https://www.cde.ca.gov/sp/st/>

California Department of Education
February 2022

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Bill Warrants and Payroll Registers

Item Type: Consent

Background: Education Code 42631 requires the Board of Education to review and approve all payments from district funds.

The attached register contains all bills and warrants from June 2 - June 13, 2025 except for *ten (10)* redactions where posting that information would violate confidentiality.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will reduce the available funds of each respective site/department budget by \$5,963,477.88.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Summary of Register	6/17/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of CSBA Recommended Updates to Board Policies Reviewed at the May 22, 2025 Board Policy Subcommittee Meeting

Item Type: Consent

Background: Updates to Board Policies, Administrative Regulations, and Board Bylaws are provided by the California School Boards Association (CSBA) four times a year: March, June, September, and December. These recommendations are reviewed by Cabinet members prior to being presented to the Board Policy Subcommittee for approval.

The Board Policy Subcommittee can direct staff to:

1. Bring the item(s) back to the subcommittee with suggested edits for further review.
2. Present the item(s) to the full Board for discussion at a regular Board of Education meeting.
3. Add the item(s) for approval by the Board of Education at a regularly scheduled public Board meeting.

The following policies were reviewed at the Board Policy Subcommittee meeting on May 22nd and are being recommended for approval by the full Board with a minor edit to BP 5131 Conduct as noted below.

- BB 9224 Oath for Affirmation
- BB 9260 Legal Protection
- BP 1312.2 Complaints Concerning Instructional Materials
- BP 1340 Access to District Records
- BP 4151/4251/4351 Employee Compensation
- BP 4158/4258/4358 Employee Security
- BP 5131* Conduct
- BP 5131.6 Alcohol and Other Drugs
- BP 5144.1 Suspension/Expulsion Due Process
- BP 6142.93 Science Instruction
- BP 6142.94 History Social Science Instruction
- BP 6159 Individualized Education Program
- BP 6159.2 Nonpublic/Nonsectarian School and Agency Services for Special Education

**** The words "gang-related apparel" were removed from #11 as this is already covered in AUSD's Dress Code Policy - BP 5132 Dress and Grooming.***

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic

services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
❑ BB 9224_Oath of Affirmation	6/12/2025	Backup Material
❑ BB 9260_Legal Protection	6/12/2025	Backup Material
❑ BP 1312.2_Complaints Concerning Instructional Materials	5/30/2025	Backup Material
❑ BP 1340_Access to District Records	5/15/2025	Backup Material
❑ BP 4151_4251_4351_Employee Compensation	5/15/2025	Backup Material
❑ BP 4158_4258_4358_Employee Security	5/15/2025	Backup Material
❑ BP 5131_Conduct	5/28/2025	Backup Material
❑ BP 5131.6_Alcohol and Other Drugs	5/15/2025	Backup Material
❑ BP 5144.1_Suspension and Expulsion_Due Process	5/15/2025	Backup Material
❑ BP 6142.93_Science Instruction	5/15/2025	Backup Material
❑ BP 6142.94_History Social Science Instruction	5/15/2025	Backup Material
❑ BP 6159_Individualized Education Program	5/15/2025	Backup Material
❑ BP 6159.2_Nonpublic_Nonsectarian School and Agency	5/15/2025	Backup Material

Bylaw 9224: Oath Or Affirmation

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~09/01/1991 | Last Revised Date: 03/01/2025 | Last
Reviewed Date: ~~08/25/2009~~03/01/2025

Prior to entering upon the duties of ~~their~~the office, ~~all members of the Board~~a Governing Board member or exercising any function of Education~~a Board member, each Board member~~ shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3; Government Code 1360)

The oath or affirmation may be administered and certified by a Board member, the secretary or assistant secretary to the Board, the Superintendent, ~~deputy or assistant superintendent, principal,~~ or the County Superintendent of Schools, the Superintendent of Public Instruction, or any other person authorized in Education Code 60:

or Government Code 1225.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board~~board~~ to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 20, Section 3	<u>Oath of office</u>
Ed. Code 60	<u>Persons authorized to administer and certify oaths</u>
Gov. Code 1225	Right to administer and certify oaths
Gov. Code 1303	<u>Exercising functions of office without having qualified</u>
Gov. Code 1360-1369	<u>Oath of office</u>
Gov. Code 3100-3109	<u>Oath or affirmation of allegiance</u>
Management Resources	Description
Court Decision	Chilton v. Contra Costa Community College District (1976) 55 Cal. App. 3d 544

Bylaw 9224: Oath Or Affirmation**Status:** ADOPTED**Original Adopted Date:** 08/25/2009 | **Last Revised Date:** | **Reviewed Date:**

Prior to entering upon the duties of the office of a Governing Board member or exercising any function of a Board member, each Board member shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3; Government Code 1360)

The oath or affirmation may be administered and certified by a Board member, the secretary or assistant secretary to the Board, the Superintendent, the County Superintendent of Schools, the Superintendent of Public Instruction, or any other person authorized in Education Code 60 or Government Code 1225.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 20, Section 3	Oath of office
Ed. Code 60	Persons authorized to administer and certify oaths
Gov. Code 1225	Right to administer and certify oaths
Gov. Code 1303	Exercising functions of office without having qualified
Gov. Code 1360-1369	Oath of office
Gov. Code 3100-3109	Oath or affirmation of allegiance
Management Resources	Description
Court Decision	Chilton v. Contra Costa Community College District (1976) 55 Cal. App. 3d 544
Court Decision	Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
4112.3	Oath Or Affirmation

Bylaw 9260: Legal Protection

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~03/01/1988 | Last Revised Date: 03/01/2025 | Last Reviewed Date: ~~08/25/2009~~03/01/2025

Liability Insurance

The Governing ~~Board of Education~~ shall provide insurance necessary to protect Board members ~~and employees while acting from liability caused by a negligent act or omission that occurs~~ within the scope of ~~their~~the Board member's office ~~or employment~~ in accordance with Education Code 35208.

Protection Against Personal Liability

No Board member shall be liable for any harm caused by ~~his/her~~the Board member's negligent act or omission when acting within the scope of ~~district~~the Board member's responsibilities, including, but not limited to, Board responsibilities as specified in Board Bylaw 9000 - Role Of The actBoard. Additionally, no Board member shall be vicariously liable for injuries caused by the district's acts or omission must be in omissions. (Education Code 35208; Government Code 820.9)

In addition, no Board member shall be liable for any harm caused by the Board member's act or omission if the Board member was acting within the scope of the Board member's responsibilities, made in conformity with federal, state, and local laws, and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC ~~6736~~)

~~The~~7946)

This protection against liability shall not apply when: (20 USC ~~6736~~)7946)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
2. The Board member caused harm by operating a motor vehicle.
3. The Board member was not properly licensed, if required, by the State for such activities.
4. The Board member was found by a court to have violated a federal or state civil rights law.

5. The Board member was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court.
7. The misconduct involved a sexual offense for which the Board member has been convicted in a court.

-Nothing in this Board bylaw is intended to protect a Board member from criminal or civil liability for injury caused by the Board member's own wrongful conduct, for certain violations of law, including the Brown Act, or for liability from the requirement to reimburse the district under certain circumstances as specified in law. (Government Code 820.9, 825, 825.6, 54959, 54960)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 17029.5	Contract funding; board liability
Ed. Code 35208	Liability insurance
Ed. Code 35214	Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)
Gov. Code 1090-1098	Prohibitions applicable to specified officers
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 815.3	Intentional torts
Gov. Code 820-823	Tort claims act
Gov. Code 825-825.6	Indemnification of elected officials
Gov. Code 87100-89503	Conflicts of interest
Federal	Description
18 USC 16	Crime of violence; definition
20 USC 7941-7948	Teacher liability protection
Management Resources	Description
Court Decision	Caldwell v. Montoya (1995) 10 Cal 4th 972
Website	CSBA District and County Office of Education Legal Services

Bylaw 9260: Legal Protection

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Reviewed Date:**

Liability Insurance

The Governing Board shall provide insurance necessary to protect Board members from liability caused by a negligent act or omission that occurs within the scope of the Board member's office in accordance with Education Code 35208.

Protection Against Personal Liability

No Board member shall be liable for any harm caused by the Board member's negligent act or omission when acting within the scope of the Board member's responsibilities, including, but not limited to, Board responsibilities as specified in Board Bylaw 9000 - Role Of The Board. Additionally, no Board member shall be vicariously liable for injuries caused by the district's acts or omissions. (Education Code 35208; Government Code 820.9)

In addition, no Board member shall be liable for any harm caused by the Board member's act or omission if the Board member was acting within the scope of the Board member's responsibilities, made in conformity with federal, state, and local laws, and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 7946)

This protection against liability shall not apply when: (20 USC 7946)

1. The Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety
2. The Board member caused harm by operating a motor vehicle
3. The Board member was not properly licensed, if required, by the State for such activities
4. The Board member was found by a court to have violated a federal or state civil rights law
5. The Board member was under the influence of alcohol or any drug at the time of the misconduct
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Board member has been convicted in a court
7. The misconduct involved a sexual offense for which the Board member has been convicted in a court

Nothing in this Board Bylaw is intended to protect a Board member from criminal or civil liability for injury caused by the Board member's own wrongful conduct, for certain violations of law, including

the Brown Act, or for liability from the requirement to reimburse the district under certain circumstances as specified in law. (Government Code 820.9, 825, 825.6, 54959, 54960)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Ed. Code 17029.5

Description

[Contract funding; board liability](#)

Ed. Code 35208

[Liability insurance](#)

Ed. Code 35214

[Liability insurance \(self-insurance or a combination of self-insurance and insurance through an insurance company\)](#)

Gov. Code 1090-1098

[Prohibitions applicable to specified officers](#)

Gov. Code 54950-54963

[The Ralph M. Brown Act](#)

Gov. Code 815.3

[Intentional torts](#)

Gov. Code 820-823

[Tort claims act](#)

Gov. Code 825-825.6

Indemnification of elected officials

Gov. Code 87100-89503

[Conflicts of interest](#)

Federal

18 USC 16

Description

[Crime of violence; definition](#)

20 USC 7941-7948

Teacher liability protection

Management Resources

Court Decision

Description

Caldwell v. Montoya (1995) 10 Cal 4th 972

Website

[CSBA District and County Office of Education Legal Services](#)

Cross References**Code**

1330.1

Description

Joint Use Agreements

3530

Risk Management/Insurance

3530

Risk Management/Insurance

4119.1

Civil And Legal Rights

4219.1

Civil And Legal Rights

Policy 1312.2: Complaints Concerning Instructional Materials

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~09/01/1988 | Last Revised Date: 03/01/09/20242025 |
Last Reviewed Date: 03/01/09/20242025

The Governing Board uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of district staff, parents/guardians, and community members, and, as appropriate, students. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their ~~child's~~student's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the accompanying administrative regulation and exhibit.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of ~~children~~students enrolled in a district school.— (Education Code 35160)

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 ~~or 244~~ shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

When deliberating upon challenged materials, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials ~~align~~align with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the district; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities and/or experts; reviews of the materials by reputable bodies; the stated objectives in using the materials; community standards; the allegations in ~~the~~ complaint, including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

Additionally, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not authorize the continued use of an adopted textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the complainant may appeal the decision to the Board.

Any challenged instructional material that is reviewed by the district shall not be subject to further reconsideration for 12 months, unless required by law.

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved as specified in Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~Governing Board~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 1240	<u>County superintendent of schools; duties</u>
Ed. Code 18111	<u>Exclusion of books by Governing board that are sectarian, partisan, or denominational character</u>
Ed. Code 220	<u>Prohibition of discrimination</u>
Ed. Code 240-244	Prohibition of discrimination; instructional materials
Ed. Code 35010	<u>Control of district; prescription and enforcement of rules</u>
Ed. Code 35160	<u>Powers and duties of school boards</u>
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 44805	<u>Teacher enforcement of course of studies; use of textbooks, rules and regulations</u>

Policy 1312.2: Complaints Concerning Instructional Materials

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of district staff, parents/guardians, and community members, and, as appropriate, students. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their student's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the accompanying administrative regulation and exhibit.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of students enrolled in a district school. (Education Code 35160)

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 or 244 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

When deliberating upon challenged materials, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials align with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the district; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities and/or experts; reviews of the materials by reputable bodies; the stated objectives in using the materials; community standards; the allegations in the complaint, including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

Additionally, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not authorize the continued use of an adopted textbook, instructional

material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the complainant may appeal the decision to the Board.

Any challenged instructional material that is reviewed by the district shall not be subject to further reconsideration for 12 months, unless required by law.

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved as specified in Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 1240	<u>County superintendent of schools; duties</u>
Ed. Code 18111	<u>Exclusion of books by Governing board that are sectarian, partisan, or denominational character</u>
Ed. Code 220	<u>Prohibition of discrimination</u>
Ed. Code 240-244	Prohibition of discrimination; instructional materials
Ed. Code 35010	<u>Control of district; prescription and enforcement of rules</u>
Ed. Code 35160	<u>Powers and duties of school boards</u>
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 44805	<u>Teacher enforcement of course of studies; use of textbooks, rules and regulations</u>
Ed. Code 48907	<u>Exercise of free expression; time, place, and manner rules and regulations</u>
Ed. Code 48950	<u>Speech and other communication</u>
Ed. Code 51204.5	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>
Ed. Code 51511	<u>Religious matters properly included in courses of study</u>
Ed. Code 51933	<u>Sexual health education and HIV prevention materials</u>

Policy 1340: Access To District Records

Status: ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 03/22/2022 | Last Reviewed Date: 03/22/2022

The Governing Board recognizes the right of members of the public to have access to public records of the district. The district shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

The district may charge for copies of public records or other materials requested by individuals or groups, ~~unless they are using their own personal equipment to reproduce the record. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in~~ in accordance with law and as specified in the accompanying administrative regulation.

In some cases, in order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 430-438	Individual student records
CA Constitution Article 1, Section 3	Right of access to governmental information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 35145	Public meetings
Ed. Code 35170	Authority to secure copyrights
Ed. Code 35250	Duty to keep certain records and reports
Ed. Code 35266	Cybersecurity

Policy 1340: Access To District Records

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board recognizes the right of members of the public to have access to public records of the district. The district shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

The district may charge for copies of public records or other materials requested by individuals or groups, in accordance with law and as specified in the accompanying administrative regulation.

In some cases, in order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 430-438	<u>Individual student records</u>
CA Constitution Article 1, Section 3	<u>Right of access to governmental information</u>
Ed. Code 234.7	<u>Student protections relating to immigration and citizenship status</u>
Ed. Code 35145	<u>Public meetings</u>
Ed. Code 35170	<u>Authority to secure copyrights</u>
Ed. Code 35250	<u>Duty to keep certain records and reports</u>
Ed. Code 35266	Cybersecurity
Ed. Code 41020	<u>Requirement for annual audit</u>
Ed. Code 42103	<u>Budget notification</u>

Policy 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~02/01/1997 | Last Revised Date: ~~08/13/2024~~03/01/2025 |
Last Reviewed Date: ~~08/13/2024~~03/01/2025

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package ~~which~~that includes salaries and health and welfare benefits.

~~This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.~~

~~For purposes of this Employee Compensation policy, the following definitions shall apply:~~

~~1. Administrative and Supervisory Employee shall mean the following:~~

~~-~~

~~a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements~~

~~-~~

~~b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)~~

~~-~~

~~2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.~~

~~-~~

~~3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.~~

~~-~~

~~4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.~~

The Board shall adopt separate salary schedules for ~~Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall~~certificated, classified, and supervisory and administrative personnel that comply with law and ~~be determined by the Board at the recommendation of the Superintendent or designee.~~applicable collective bargaining agreements. (Education Code 45022, ~~45023~~, 45160, 45162, 45268)

~~Employees shall be placed~~Each certificated employee, except an employee in an administrative or

supervisory position, shall be classified on the appropriate salary schedule in accordance with the following: the number basis of verified uniform allowance for education level and years of management experience.

If any, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit in the district receives a compensation increase, the shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.

The adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws including, but not limited to, timelines regarding payment of compensation.

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district operations when permitted by laws school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall be paid (insert frequency) and consistent with collective bargaining agreements in equal payments over the year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and memoranda of understanding paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.

Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work

~~calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.~~

~~Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.~~

On Duty Schedule

~~Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.~~

~~Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.~~

~~Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361- Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.~~

~~Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.~~

Additional Work Days

~~The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.~~

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, ~~or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.~~ However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules.—(Education Code 45128, 45130; 29 USC 213; 29 CFR 541.~~0-204~~, 541.~~710~~303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months ~~after making following~~ the ~~request month the overtime was~~ worked if the use of the compensatory time does not unduly disrupt district operations.— (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district.— (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district ~~shall, with board approval, initiate a legal action to may only~~ recover the overpayment.— after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district ~~shall, with Board approval, may~~ exercise any legal means to recover the remaining amount owed by the employee.— (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee.— (Education Code 44042.5)

-

-

Policy 4151: Employee Compensation

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package that includes salaries and health and welfare benefits.

This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.

For purposes of this Employee Compensation policy, the following definitions shall apply:

1. Administrative and Supervisory Employee shall mean the following:
 - a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements
 - b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)
2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.
3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.
4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.

The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and be determined by the Board at the recommendation of the Superintendent or designee. (Education Code 45022, 45023, 45160, 45162, 45268)

Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.

If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.

The Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall be paid monthly and in 10, 11, or 12 equal payments over the year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid

out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.

Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.

Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.

On Duty Schedule

Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Workdays shall be Monday through Friday.

Subject to approval by the Superintendent, site administrators may designate as workdays up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.

Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-workdays in accordance with Board Policy 4361 - Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.

Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.

Additional Work Days

The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.204, 541.303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Policy 4251: Employee Compensation

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~02/01/1997 | Last Revised Date: ~~08/13/2024~~03/01/2025 |
Last Reviewed Date: ~~08/13/2024~~03/01/2025

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package ~~which~~that includes salaries and health and welfare benefits.

~~This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.~~

~~For purposes of this Employee Compensation policy, the following definitions shall apply:~~

~~1. Administrative and Supervisory Employee shall mean the following:~~

~~-~~

~~a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements~~

~~-~~

~~b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)~~

~~-~~

~~2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.~~

~~-~~

~~3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.~~

~~-~~

~~4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.~~

The Board shall adopt separate salary schedules for ~~Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall~~certificated, classified, and supervisory and administrative personnel that comply with law and ~~be determined by the Board at the recommendation of the Superintendent or designee.~~applicable collective bargaining agreements. (Education Code 45022, ~~45023~~, 45160, 45162, 45268)

~~Employees shall be placed~~Each certificated employee, except an employee in an administrative or

~~supervisory position, shall be classified on the appropriate salary schedule in accordance with the following: the number basis of verified uniform allowance for education level and years of management experience.~~

~~If any, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)~~

~~Salary schedules for staff who are not a part of a bargaining unit in the district receives a compensation increase, the shall be determined by the Board at the recommendation of the Superintendent or designee.~~

~~The salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.~~

~~The adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)~~

~~Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws including, but not limited to, timelines regarding payment of compensation.~~

~~In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district operations when permitted by laws school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)~~

~~Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall be paid (insert frequency) and consistent with collective bargaining agreements in equal payments over the year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and memoranda of understanding paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)~~

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

~~The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.~~

~~Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work~~

~~calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.~~

~~Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.~~

On Duty Schedule

~~Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.~~

~~Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.~~

~~Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361- Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.~~

~~Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.~~

Additional Work Days

~~The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.~~

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, ~~or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.~~ However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules.—(Education Code 45128, 45130; 29 USC 213; 29 CFR 541.~~0-204~~, 541.~~710~~303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months ~~after making following the request~~ month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations.— (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district.— (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district ~~shall, with board approval, initiate a legal action to may only~~ recover the overpayment.— after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district ~~shall, with Board approval, may~~ exercise any legal means to recover the remaining amount owed by the employee.— (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee.— (Education Code 44042.5)

Policy 4251: Employee Compensation

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package that includes salaries and health and welfare benefits.

This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.

For purposes of this Employee Compensation policy, the following definitions shall apply:

1. Administrative and Supervisory Employee shall mean the following:
 - a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements
 - b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)
2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.
3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.
4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.

The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and be determined by the Board at the recommendation of the Superintendent or designee. (Education Code 45022, 45023, 45160, 45162, 45268)

Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.

If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.

The Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall be paid monthly and in 10, 11, or 12 equal payments over the year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 12

45048, 45165, 45500)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.

Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.

Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.

On Duty Schedule

Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.

Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.

Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361 - Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.

Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.

Additional Work Days

The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.204, 541.303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Policy 4351: Employee Compensation

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~02/01/1997 | Last Revised Date: ~~08/13/2024~~03/01/2025 |
Last Reviewed Date: ~~08/13/2024~~03/01/2025

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package ~~which~~that includes salaries and health and welfare benefits.

~~This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.~~

~~For purposes of this Employee Compensation policy, the following definitions shall apply:~~

~~1. Administrative and Supervisory Employee shall mean the following:~~

~~-~~

~~a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements~~

~~-~~

~~b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)~~

~~-~~

~~2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.~~

~~-~~

~~3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.~~

~~-~~

~~4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.~~

The Board shall adopt separate salary schedules for ~~Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall~~certificated, classified, and supervisory and administrative personnel that comply with law and ~~be determined by the Board at the recommendation of the Superintendent or designee.~~applicable collective bargaining agreements. (Education Code 45022, ~~45023~~, 45160, 45162, 45268)

~~Employees shall be placed~~Each certificated employee, except an employee in an administrative or

supervisory position, shall be classified on the appropriate salary schedule in accordance with the following: the number basis of verified uniform allowance for education level and years of management experience.

If any, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit in the district receives a compensation increase, the shall be determined by the Board at the recommendation of the Superintendent or designee.

The salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.

The adopted by the Board shall be printed and made available for review at the district office. (Education Code 45023)

Additionally, by January 31, 2026, and annually thereafter, the Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws including, but not limited to, timelines regarding payment of compensation.

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district operations when permitted by laws school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall be paid (insert frequency) and consistent with collective bargaining agreements in equal payments over the year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and memoranda of understanding paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.

Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work

~~calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.~~

~~Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.~~

On Duty Schedule

~~Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.~~

~~Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.~~

~~Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361- Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.~~

~~Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.~~

Additional Work Days

~~The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.~~

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, ~~or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.~~ However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules.—(Education Code 45128, 45130; 29 USC 213; 29 CFR 541.~~0-204~~, 541.~~710~~303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months ~~after making following~~ the ~~request month the overtime was~~ worked if the use of the compensatory time does not unduly disrupt district operations.— (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district.— (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district ~~shall, with board approval, initiate a legal action to may only~~ recover the overpayment.— after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district ~~shall, with Board approval, may~~ exercise any legal means to recover the remaining amount owed by the employee.— (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee.— (Education Code 44042.5)

-

Policy 4351: Employee Compensation

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package that includes salaries and health and welfare benefits.

This policy shall only apply to Administrative and Supervisory Employees, Confidential Employees and Licensed Personnel.

For purposes of this Employee Compensation policy, the following definitions shall apply:

1. Administrative and Supervisory Employee shall mean the following:
 - a. A certificated or classified employee in a position with responsibilities as defined in Government Code 3540.1(m) and who is not subject to the district's collective bargaining agreements
 - b. A certificated or classified employee in a management position with responsibilities pursuant to Government Code 3540.1(g)
2. Confidential Employee shall mean an employee in a position with responsibilities as defined in Section 3540.1(c) of the California Government Code.
3. Licensed Personnel shall mean an employee in the positions of psychologist, behavioral therapist or occupational therapist and who is not subject to the district's collective bargaining agreements.
4. Full Time Employee shall mean an employee who is regularly assigned to work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who is employed for either the fiscal or academic year.

The Board shall adopt separate salary schedules for Administrative and Supervisory Employees, Confidential and Licensed Personnel. These schedules shall comply with law and applicable collective bargaining agreements. (Education Code 45022, 45023, 45160, 45162, 45268)

Employees shall be placed on the appropriate salary schedule in accordance with the following: the number of verified years of management experience.

If any bargaining unit in the district receives a compensation increase, the salary schedules of Administrative and Supervisory Employees, Confidential and Licensed Personnel shall receive the same increase.

The Superintendent or designee shall complete the Salary and Benefit Schedule for Bargaining Units (Form J-90) for classified and certificated staff assigned to a district school site and report the Form J-90 to the California Department of Education. (Education Code 42238.016)

Unless otherwise provided for in any applicable collective bargaining agreement, district employees shall be paid monthly and in 10, 11, or 12 equal payments over the year. However, if the district participates in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments. (Education Code 45038, 45039, 45048, 45165, 45500)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Work Year

The length of the work year and the required number of workdays for each position is identified on the applicable salary schedule.

Administrative and Supervisory, Confidential and Licensed Personnel shall submit their annual work calendar for the following school year to their immediate supervisor no later than June 15 or within 10 days of the date of hire.

Requests to modify the work calendar shall be submitted in writing to the employee's immediate supervisor as soon as the employee has reason to know that a modification is necessary.

On Duty Schedule

Site administrators shall be on duty when school is in session, at least one week prior to the commencement of school, and one week after the end of the school year. Work days shall be Monday through Friday.

Subject to approval by the Superintendent, site administrators may designate as work days up to 5 weekend days where a site administrator is required to be present for an official school function. Other exceptions to the on-duty schedule may be approved by the Superintendent in extraordinary circumstances.

Certificated Administrative and Supervisory Employees and certificated Licensed Personnel are expected to designate district holidays as non-work days in accordance with Board Policy 4361 - Leaves. In the event a certificated employee believes it is necessary to schedule a district holiday as a workday, the employee shall obtain approval from his/her immediate supervisor in advance.

Employees are entitled to personal holidays each fiscal year in accordance with Board Policy 4361. Personal holidays may only be observed during the Thanksgiving, winter, spring, and/or Presidents week school recesses and shall be designated by the employee on their annual work calendar.

Additional Work Days

The Superintendent may approve additional work days where an employee is expected to perform work beyond the agreed-upon work year.

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.204, 541.303, 541.600 , 553.27, 553.32)

If the district requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation²⁰

or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5, as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Description

Policy 4158: Employee Security

Status: ADOPTED

Original Adopted Date: ~~09/13/2011~~07/01/2001 | Last Revised Date: ~~10/11/2022~~03/01/2025 |
Last Reviewed Date: ~~10/11/2022~~03/01/2025

The Governing Board desires to provide a safe and orderly work environment for all employees. -As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with ~~AR~~Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. - Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with ~~Labor~~Government Code ~~230-230.1~~12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. ~~—~~(Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom.—(Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. -When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative ~~regulations~~regulation, and Penal Code 22810. -Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on ~~school grounds~~district property or at a ~~school~~district related or school-sponsored activity.

Employees shall exercise their best judgment as to the potential danger involved and ~~shall~~ do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~Governing Board~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Civ. Code 51.7

Description

Freedom from violence or intimidation

Policy 4158: Employee Security

Status: ADOPTED

Original Adopted Date: 09/13/2011 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on district property or at a district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Civ. Code 51.7	<u>Freedom from violence or intimidation</u>
Code of Civil Procedure 527.8	<u>Workplace violence safety</u>
Ed. Code 32210-32212	<u>Willful disturbance; public schools or meetings</u>
Ed. Code 32225-32226	<u>Communications devices in classrooms</u>
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	<u>Liability insurance</u>
Ed. Code 35213	<u>Reimbursement for loss or damage of personal property</u>
Ed. Code 44014	<u>Report of assault by student against school employee</u>
Ed. Code 44807	<u>Teachers' duty concerning conduct of students</u>
Ed. Code 48201	<u>Transfer student's record for acts that resulted in suspension or expulsion</u>
Ed. Code 48900-48926	<u>Suspension and expulsion</u>

Policy 4258: Employee Security

Status: ADOPTED

Original Adopted Date: ~~09/13/2011~~07/01/2001 | Last Revised Date: ~~10/11/2022~~03/01/2025 |
Last Reviewed Date: ~~10/11/2022~~03/01/2025

The Governing Board desires to provide a safe and orderly work environment for all employees. -As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with ~~AR~~Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. - Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with ~~Labor~~Government Code ~~230-230.1~~12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. - (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom.—(Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. -When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative ~~regulations~~regulation, and Penal Code 22810. -Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on ~~school grounds~~district property or at a ~~school~~district related or school-sponsored activity.

Employees shall exercise their best judgment as to the potential danger involved and ~~shall~~ do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~Governing Board~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Civ. Code 51.7

Description

Freedom from violence or intimidation

Policy 4258: Employee Security

Status: ADOPTED

Original Adopted Date: 09/13/2011 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on district property or at a district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Civ. Code 51.7	<u>Freedom from violence or intimidation</u>
Code of Civil Procedure 527.8	<u>Workplace violence safety</u>
Ed. Code 32210-32212	<u>Willful disturbance; public schools or meetings</u>
Ed. Code 32225-32226	<u>Communications devices in classrooms</u>
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	<u>Liability insurance</u>
Ed. Code 35213	<u>Reimbursement for loss or damage of personal property</u>
Ed. Code 44014	<u>Report of assault by student against school employee</u>
Ed. Code 44807	<u>Teachers' duty concerning conduct of students</u>
Ed. Code 48201	<u>Transfer student's record for acts that resulted in suspension or expulsion</u>
Ed. Code 48900-48926	<u>Suspension and expulsion</u>

Policy 4358: Employee Security

Status: ADOPTED

Original Adopted Date: ~~09/13/2011~~07/01/2001 | Last Revised Date: ~~10/11/2022~~03/01/2025 |
Last Reviewed Date: ~~10/11/2022~~03/01/2025

The Governing Board desires to provide a safe and orderly work environment for all employees. -As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with ~~AR~~Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. - Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with ~~Labor~~Government Code ~~230-230.1~~12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. - (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom.—(Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. -When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative ~~regulations~~regulation, and Penal Code 22810. -Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on ~~school grounds~~district property or at a ~~school~~district related or school-sponsored activity. -

Employees shall exercise their best judgment as to the potential danger involved and ~~shall~~ do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~Governing Board~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Civ. Code 51.7

Description

Freedom from violence or intimidation

Policy 4358: Employee Security

Status: ADOPTED

Original Adopted Date: 09/13/2011 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Additionally, a collective bargaining representative may seek a TRO on behalf of a district employee against whom harassment, violence, or credible threat of violence has been directed in the workplace, if the collective bargaining representative serves that employee in employment or labor matters at the employee's workplace. (Code of Civil Procedure 527.8)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on district property or at a district related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal or supervisor, who shall take appropriate action
3. Immediately call 911 and the principal or supervisor

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Civ. Code 51.7	<u>Freedom from violence or intimidation</u>
Code of Civil Procedure 527.8	<u>Workplace violence safety</u>
Ed. Code 32210-32212	<u>Willful disturbance; public schools or meetings</u>
Ed. Code 32225-32226	<u>Communications devices in classrooms</u>
Ed. Code 32282	School safety plans
Ed. Code 32289.6	Best practices pertaining to school shooter drills
Ed. Code 35208	<u>Liability insurance</u>
Ed. Code 35213	<u>Reimbursement for loss or damage of personal property</u>
Ed. Code 44014	<u>Report of assault by student against school employee</u>
Ed. Code 44807	<u>Teachers' duty concerning conduct of students</u>
Ed. Code 48201	<u>Transfer student's record for acts that resulted in suspension or expulsion</u>
Ed. Code 48900-48926	<u>Suspension and expulsion</u>

Policy 5131: Conduct

Status: ADOPTED

Original Adopted Date: ~~08/10~~03/01/2010 | Last Revised Date: 03/~~22/2022~~01/2025 | Last Reviewed Date: 03/~~22/2022~~01/2025

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. -Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

~~(cf. 0450 - Comprehensive Safety Plan)~~
~~(cf. 5131.1 - Bus Conduct)~~
~~(cf. 5137 - Positive School Climate)~~
~~(cf. 6145.2 - Athletic Competition)~~

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. _____

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~
~~(cf. 5142 - Safety)~~

2. _____

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program

~~(cf. 5131.2 -)~~

3. Bullying

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~
~~(cf. 5145.7 - Sexual Harassment)~~
~~(cf. 5145.9 - Hate-Motivated Behavior)~~

3. _____ Conduct that disrupts the orderly classroom or school environment

~~(cf. 5131.4—
4. Student Disturbances)~~

~~4.—Willful defiance of staff's authority~~

~~5.—~~

~~5. Damage to or theft of property belonging to students, staff, or the district~~

~~(cf. 3515.4—Recovery for Property Loss or Damage)~~

~~(cf. 5131.5—Vandalism and Graffiti)~~

~~6.—~~

~~6. Obscene acts or use of profane, vulgar, or abusive language~~

~~(cf. 5145.2—Freedom of Speech/Expression)~~

~~7.—~~

~~7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited substances~~

~~(cf. 5131.6—Alcohol and Other Drugs)~~

~~(cf. 5131.62—~~

~~8. Tobacco)~~

~~(cf. 5131.63—Steroids)~~

~~8.—Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27)~~

~~9.—~~

~~9. Use of a cell phone, smart watch, pager, smartphone or other mobile communication device during instructional time or in an unauthorized manner in violation of district policy~~

~~(cf. 5131.8—~~

~~10. Mobile Communication Devices)~~

~~(cf. 6163.4—Student Use of Technology)~~

~~10.—Plagiarism or dishonesty on school work or tests~~

~~(cf. 5131.9—~~

~~11. Academic Honesty)~~

~~(cf. 6162.54—Test Integrity/Test Preparation)~~

~~(cf. 6162.6—Use of Copyrighted Materials)~~

~~11.—Wearing of any attire that violates district or school dress codes, including gang-related apparel~~

~~(cf. 5132—Dress and Grooming)~~

~~(cf. 5136—~~

~~12. Gangs)~~

~~12.—Tardiness or unexcused absence from school~~

~~(cf. 5113—Absences and Excuses)~~

~~(cf. 5113.1—Chronic Absence and Truancy)~~
~~(cf. 5113.11—)~~
13. Attendance Supervision
~~(cf. 5113.12—District School Attendance Review Board)~~

~~13.—~~ Failure to remain on school premises in accordance with school rules

~~(cf. 5112.5—)~~
14. Other conduct prohibited by Education Code 48900-48915-48915

~~Open/Closed Campus)~~

Employees are expected to enforce standards of conduct and, when they observe or receive a report of a violation of these standards, to appropriately intervene, or seek assistance. As necessary, the employee shall refer the matter to a supervisor or the principal or designee.

When a school employee suspects that a search of a student or a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR Board Policy and Administrative Regulation 5145.12 - Search and Seizure.

~~(cf. 5145.12—Search and Seizure)~~

When a student uses any prohibited device, or uses a permitted device in an unauthorized manner, a district employee may confiscate the device. -The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. ~~The Superintendent or designee shall notify local law enforcement as appropriate.~~

~~(cf. 1400—Relations Between Other Governmental Agencies and the Schools)~~
~~(cf. 5020—Parent Rights and Responsibilities)~~
~~(cf. 5127—Graduation Ceremonies and Activities)~~
~~(cf. 5138—The Superintendent or designee shall notify local law enforcement as appropriate.~~
~~Conflict Resolution/Peer Mediation)~~
~~(cf. 5144—Discipline)~~
~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~
~~(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~
~~(cf. 6020—Parent Involvement)~~
~~(cf. 6145—Extracurricular and Cocurricular Activities)~~
~~(cf. 6159.4—Behavioral Interventions for Special Education Students)~~
~~(cf. 6164.2—Guidance/Counseling Services)~~
~~(cf. 6164.5—Student Success Teams)~~
~~(cf. 6184—Continuation Education)~~
~~(cf. 6185—Community Day School)~~

Students also may be subject to discipline, in accordance with law, Board policy, or administrative

regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~Governing Board~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 300-307

Civ. Code 1714.1

Ed. Code 200-270

Ed. Code 32280-32289.5

Ed. Code 35181

Ed. Code 35291-35291.5

Ed. Code 44807

Ed. Code 48900-48925

Ed. Code 51512

Pen. Code 288.2

Pen. Code 313

Pen. Code 417.25-417.27

Pen. Code 647

Pen. Code 653.2

Veh. Code 23123-23124

Description

[Duties of students](#)

[Liability of parent or guardian for act of willful misconduct by a minor](#)

[Prohibition of discrimination](#)

[School safety plans](#)

[Governing board authority to set policy on responsibilities of students](#)

[Rules](#)

[Teachers' duty concerning conduct of students](#)

[Suspension and expulsion](#)

[Prohibition against electronic listening or recording device in classroom without permission](#)

[Harmful matter with intent to seduce](#)

[Harmful matter](#)

[Laser scope or laser pointer](#)

[Use of camera or other instrument to invade person's privacy; misdemeanor](#)

[Electronic communication devices; threats to safety](#)

[Prohibitions against use of electronic devices while driving](#)

Federal

20 USC 1681-1688

Description

Title IX of the Education Amendments of 1972; discrimination based on sex

Management Resources

California Department of Education
Publication

Description

[Bullying at School, 2003](#)

Policy 5131: Conduct

Status: ADOPTED

Original Adopted Date: 08/10/2010 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program
3. Conduct that disrupts the orderly classroom or school environment
4. Willful defiance of staff's authority
5. Damage to or theft of property belonging to students, staff, or the district
6. Obscene acts or use of profane, vulgar, or abusive language
7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited substances
8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27)
9. Use of a smartphone or other mobile communication device in an unauthorized manner
10. Plagiarism or dishonesty on schoolwork or tests
11. Wearing of any attire that violates district or school dress codes
12. Tardiness or unexcused absence from school
13. Failure to remain on school premises in accordance with school rules

14. Other conduct prohibited by Education Code 48900-48915-48915

Employees are expected to enforce standards of conduct and when they observe or receive a report of a violation of these standards, to appropriately intervene, or seek assistance. As necessary, the employee shall refer the matter to a supervisor or the principal or designee.

When a school employee suspects that a search of a student or a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with Board Policy and Administrative Regulation 5145.12 - Search and Seizure.

When a student uses any prohibited device, or uses a permitted device in an unauthorized manner, a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 300-307	<u>Duties of students</u>
Civ. Code 1714.1	<u>Liability of parent or guardian for act of willful misconduct by a minor</u>
Ed. Code 200-270	<u>Prohibition of discrimination</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 35181	<u>Governing board authority to set policy on responsibilities of students</u>
Ed. Code 35291-35291.5	<u>Rules</u>
Ed. Code 44807	<u>Teachers' duty concerning conduct of students</u>
Ed. Code 48900-48925	<u>Suspension and expulsion</u>
Ed. Code 51512	<u>Prohibition against electronic listening or recording device in classroom without permission</u>

Policy 5131.6: Alcohol And Other Drugs

Status: ADOPTED

Original Adopted Date: 08/25/200902/01/1996 | Last Revised Date: 03/01/2025 | Last
Reviewed Date: 08/25/200903/01/2025

The Governing Board of Education believes that the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences. ~~The Board desires to keep district schools free of alcohol and other drugs in order to help prevent violence, promote school safety and create a well-disciplined environment conducive to learning.~~ The Superintendent or designee shall develop comprehensive programs and activities to foster safe, healthy, and drug-free environments that support academic achievement.

The district's alcohol and drug prevention and intervention programs shall be coordinated with other school and community-based services and programs and shall promote the involvement of parents/guardians. The Superintendent or designee may collaborate with the county office of education, community-based organizations, health providers, law enforcement agencies, local child welfare agencies, postsecondary institutions, businesses, and other public and private entities in program planning, implementation, and evaluation.

Prevention and intervention programs and activities may include, but are not limited to: (20 USC 7118)

~~The Superintendent or designee shall develop, implement and evaluate a comprehensive prevention and intervention program that is coordinated with other school and community-based services and programs. The district's program shall be scientifically based and designed to prevent or reduce alcohol or other drug use and the possession and distribution of illegal drugs. It shall include primary prevention activities such as decision-making skills and conflict management, instruction, referral to a rehabilitation program, enforcement/discipline, activities that promote the involvement of parents/guardians and coordination with appropriate community agencies and organizations.~~

~~The Board and Superintendent shall agree upon performance measures that will be used to monitor and determine the effectiveness of the district's program in reducing drug and alcohol use. The Superintendent or designee shall develop and implement an evaluation process that includes ongoing assessment and analysis of objective data regarding the incidence of drug and alcohol use among district students, including discipline problems, and the prevalence of risk factors.~~

~~The Superintendent or designee shall consult with principals, teachers, other school personnel, students and parents/guardians when developing the district's program.~~

~~The Superintendent or designee shall clearly communicate to all students, staff and parents/guardians the district's policies, regulations and school rules related to the use of alcohol~~

~~and other drugs on school campuses or at school activities. Information about program needs and goals shall be widely distributed in the community.~~

~~Staff should encourage students to participate as responsible partners in efforts to maintain a safe, constructive school climate.~~

~~The Board encourages the establishment of site-level advisory groups to assist in promoting alcohol and drug-free schools.~~

~~The district's drug education program shall augment county drug education services, if any. District staff shall take every opportunity to cooperate with county and county office of education staff in planning and implementing collaborative alcohol and drug prevention programs.~~

1. Evidence-based drug and violence prevention activities and programs that educate students against the use of alcohol, tobacco, cannabis, smokeless tobacco products, and electronic cigarettes
2. Professional development and training for school staff, specialized instructional support personnel, and interested community members on drug prevention, education, early identification, intervention mentoring, recovery support services, and, where appropriate, rehabilitation referral
3. School-based mental health services, including early identification of drug use and referrals to counseling services, and/or partnerships with public or private health care entities that have qualified mental and behavioral health professionals
4. Programs and activities that provide mentoring and school counseling to all students, including students who are at risk of drug use and abuse

Instruction

and Notification

The district shall provide science-based preventative instruction, consistent with law, the accompanying administrative regulation, and Board Policy 5141.52 - Suicide Prevention, which has been proven effective in helping students avoid the use of alcohol and other drugs.

All instruction and related materials shall consistently state that unlawful use of alcohol or other drugs is ~~wrong and harmful, prohibited~~. Instruction shall not include ~~the concept of any message on responsible use of drugs or alcohol when such use of drugs or alcohol when such use is illegal.~~ (20 USC 7114, 7162; (Health and Safety Code 11999.2)

The district shall offer staff development activities for staff who implement the comprehensive drug and alcohol prevention and intervention program.

The district shall annually inform parents/guardians at the beginning of the first semester or quarter of the regular school year about the dangers associated with the use of synthetic drugs that are not prescribed by a physician, such as fentanyl, the possibility that dangerous drugs can be found in 2

counterfeit pills, and the risks of social media being used as a way to market and sell synthetic drugs. Additionally, the district, and each school that maintains its own website, shall post such information on its website. (Education Code 48985.5)

Intervention, Referral, and Student Assistance Programs

School

The Superintendent or designee shall inform school staff, students, and parents/guardians ~~shall be informed~~ about early warning signs, which may indicate alcohol and other drug use, and about appropriate agencies offering intervention programs, counseling, referral, and other student assistance programs.

The Board strongly encourages any student who is using alcohol or drugs to discuss the matter with ~~his/her~~ the student's parent/guardian or with any staff member. Students who disclose their use of alcohol or other drugs when seeking help from an intervention or recovery program shall not be disciplined for such use.

Enforcement/Discipline

~~The Superintendent or designee shall take appropriate action to eliminate possession, use or sale of alcohol and other drugs, including that, in accordance with Education Code 48900, students who voluntarily disclose their use of a tobacco product, controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended.~~

Opioid Antagonists

Students in middle school, junior high school, high school, or adult school, may carry fentanyl test strips or a federally approved opioid antagonist for the emergency treatment of persons suffering, or reasonably believed to be suffering, from an opioid overdose, while on a school site or participating in a school activity. (Education Code 49414.6)

Additionally, students 12 years of age or older, while on a school site or participating in school activities, may carry and administer a naloxone hydrochloride nasal spray or any other opioid overdose reversal medication that is federally approved for over-the counter nonprescription use for the purpose of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.35)

Enforcement and Discipline

Unless otherwise authorized by law, students shall not possess, use, or sell alcohol or other drugs and related paraphernalia on school grounds or at school-sponsored activities.

~~Students possessing, using or~~

The Superintendent or designee shall clearly communicate to all students, staff, and parents/guardians the district's policies, regulations, and school rules related to the use of alcohol and other drugs.

~~Any student found by the Board to be selling alcohol or other drugs or related paraphernalia shall be subject to disciplinary procedures including suspension or a controlled substance listed in Health and Safety Code 11053-11058 shall be recommended for expulsion and/or referral to law enforcement in accordance with law, Board policy and administrative regulation. In addition, such students may Policy/Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process. A student found to have committed another drug or alcohol offense, including possession or intoxication, shall be referred to an appropriate counseling program, transferred appropriate behavioral interventions or student assistance programs, and may be subject to discipline on a case-by-case basis.~~

~~The district may use alternatives to an the referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid, to the extent any alternative placement, and/or be restricted from extracurricular utilized is not in conflict with any law requiring that referral. (Education Code 49414.4)~~

Program Evaluation

~~The Board and Superintendent shall agree upon performance measures that will be used to monitor and determine the effectiveness of district programs in reducing drug and alcohol use. The Superintendent or designee shall periodically report to the Board on the effectiveness of district activities, including athletics, in achieving identified objectives and outcomes. (20 USC 7116)~~

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~Governing Board~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Bus. Code 25608	<u>Alcohol on school property; use in connection with instruction</u>
Ed. Code 32282	School safety plans
Ed. Code 44049	<u>Known or suspected alcohol or drug abuse by student</u>
Ed. Code 44645	<u>In-service training anabolic steroids</u>
Ed. Code 48900	<u>Grounds for suspension or expulsion</u>
Ed. Code 48900.5	<u>Suspension, limitation on imposition; exception</u>
Ed. Code 48901	<u>Smoking or use of tobacco prohibited</u>
Ed. Code 48901.5	<u>Prohibition of electronic signaling devices</u>

Policy 5131.6: Alcohol And Other Drugs

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Reviewed Date:**

The Governing Board believes that the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences. The Superintendent or designee shall develop comprehensive programs and activities to foster safe, healthy, and drug-free environments that support academic achievement.

The district's alcohol and drug prevention and intervention programs shall be coordinated with other school and community-based services and programs and shall promote the involvement of parents/guardians. The Superintendent or designee may collaborate with the county office of education, community-based organizations, health providers, law enforcement agencies, local child welfare agencies, postsecondary institutions, businesses, and other public and private entities in program planning, implementation, and evaluation.

Prevention and intervention programs and activities may include, but are not limited to: (20 USC 7118)

1. Evidence-based drug and violence prevention activities and programs that educate students against the use of alcohol, tobacco, cannabis, smokeless tobacco products, and electronic cigarettes
2. Professional development and training for school staff, specialized instructional support personnel, and interested community members on drug prevention, education, early identification, intervention mentoring, recovery support services, and, where appropriate, rehabilitation referral
3. School-based mental health services, including early identification of drug use and referrals to counseling services, and/or partnerships with public or private health care entities that have qualified mental and behavioral health professionals
4. Programs and activities that provide mentoring and school counseling to all students, including students who are at risk of drug use and abuse

Instruction and Notification

The district shall provide science-based preventative instruction, consistent with law, the accompanying administrative regulation, and Board Policy 5141.52 - Suicide Prevention, which has been proven effective in helping students avoid the use of alcohol and other drugs.

All instruction and related materials shall consistently state that unlawful use of alcohol or other drugs is prohibited. Instruction shall not include any message on responsible use of drugs or alcohol when such use is illegal. (Health and Safety Code 11999.2)

The district shall offer staff development activities for staff who implement the comprehensive drug and alcohol prevention and intervention program.

The district shall annually inform parents/guardians at the beginning of the first semester or quarter of the regular school year about the dangers associated with the use of synthetic drugs that are not prescribed by a physician, such as fentanyl, the possibility that dangerous drugs can be found in ⁵

counterfeit pills, and the risks of social media being used as a way to market and sell synthetic drugs. Additionally, the district, and each school that maintains its own website, shall post such information on its website. (Education Code 48985.5)

Intervention, Referral, and Student Assistance Programs

The Superintendent or designee shall inform school staff, students, and parents/guardians about early warning signs, which may indicate alcohol and other drug use, and about appropriate agencies offering intervention programs, counseling, referral, and other student assistance programs.

The Board strongly encourages any student who is using alcohol or drugs to discuss the matter with the student's parent/guardian or with any staff member. Students who disclose their use of alcohol or other drugs when seeking help from an intervention or recovery program shall not be disciplined for such use, including that, in accordance with Education Code 48900, students who voluntarily disclose their use of a tobacco product, controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended.

Opioid Antagonists

Students in middle school, junior high school, high school, or adult school, may carry fentanyl test strips or a federally approved opioid antagonist for the emergency treatment of persons suffering, or reasonably believed to be suffering, from an opioid overdose, while on a school site or participating in a school activity. (Education Code 49414.6)

Additionally, students 12 years of age or older, while on a school site or participating in school activities, may carry and administer a naloxone hydrochloride nasal spray or any other opioid overdose reversal medication that is federally approved for over-the counter nonprescription use for the purpose of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.35)

Enforcement and Discipline

Unless otherwise authorized by law, students shall not possess, use, or sell alcohol or other drugs and related paraphernalia on school grounds or at school-sponsored activities.

The Superintendent or designee shall clearly communicate to all students, staff, and parents/guardians the district's policies, regulations, and school rules related to the use of alcohol and other drugs.

Any student found by the Board to be selling a controlled substance listed in Health and Safety Code 11053-11058 shall be recommended for expulsion in accordance with Board Policy/Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process. A student found to have committed another drug or alcohol offense, including possession or intoxication, shall be referred to appropriate behavioral interventions or student assistance programs, and may be subject to discipline on a case-by-case basis.

The district may use alternatives to the referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid, to the extent any alternative utilized is not in conflict with any law requiring that referral. (Education Code 49414.4)

Program Evaluation

The Board and Superintendent shall agree upon performance measures that will be used to monitor and determine the effectiveness of district programs in reducing drug and alcohol use. The Superintendent or designee shall periodically report to the Board on the effectiveness of district activities in achieving identified objectives and outcomes. (20 USC 7116)

Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 08/25/2009 | Last Revised Date: 04/23/2019 | Last Reviewed Date:
04/23/2019

The Governing Board desires to provide district students access to educational opportunities in a positive an orderly school environment that protects their safety and security, ensures their welfare and well-being and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The Board does not support a zero tolerance approach to discipline. The Board recognizes the importance of providing school-wide positive supports, using discipline strategies and practices that keep students in school and in the classroom, and supporting students in learning to behave appropriately and solve conflicts in a peaceful way.

In response to serious or repeated violations of established policies and standards, it may be necessary to suspend or expel a student from regular classroom instruction.

Before subjecting a student to disciplinary sanctions that result in a loss of instructional time, the Superintendent or designee shall, to the extent allowed by law, first use alternative strategies as described in AR 5144 - Discipline. Except where suspension for a first offense is permitted by 48900.5, as further described in AR 5144.1, in-school and out-of-school suspension shall be imposed only when other means of correction fail to bring about proper conduct or the student's presence causes a danger to persons. (Education Code 48900.5) Expulsion is an action taken by the Board only for severe breaches of discipline by a student.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Effective July 1, 2019, no student enrolled in grades T-Kindergarten through twelve (TK-12) grades may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel. The Board will review data regarding suspensions for defiance in Grades 4 through 12 in August and January. If based on review of the data it appears further steps should be undertaken to meet the goal of eliminating suspensions for disruption and willful defiance by July 1, 2019, the Board will direct the Superintendent to implement such additional measures to achieve the goal of no suspensions for disruption and willful defiance by July 1, 2020.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be specified by administrative regulation and must be consistent with the requirements set forth here.

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities. Student may lose privileges or be placed on exclusion lists for extracurricular activities for poor attendance.

A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing, ~~as a firearm which is not an imitation firearm as~~ verified by a ~~district-certificated~~ employee, ~~selling, or otherwise furnishing a firearm,~~ unless the student had obtained prior written permission to possess the ~~firearm-item~~ from a certificated school employee, with the principal or designee's concurrence

~~regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion. However, an administrator shall have discretion on a case-by-case basis to recommend expulsion for the possession of an imitation firearm.~~

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, ~~287~~, 288, ~~288a~~, or 289, or ~~former 288a~~, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative ~~regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12,"~~ the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student (**final action**) shall be taken in an open session of a Board meeting. (Education Code ~~35146~~**48918(i).**) However, any consideration by the Board of disciplinary action against a student shall be conducted in closed session unless otherwise requested by the pupil and/or the pupil's guardian as specified in Education Code 35146 and 48912.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled ~~or unenrolled~~ except under limited circumstances ~~in accordance with Education code 8489.1 and~~ as specified in Administrative Regulation 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording ~~them their~~ the students due process rights under the law. ~~The~~

The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Expansion of Restorative Practices, Positive Behavior Intervention Supports, and other restorative and youth development approaches

The Board recognizes that the District has made progress toward creating a positive school culture through various means, including through the use of Restorative Practices and Positive Behavioral

Interventions and Supports. The Board believes that the continued expansion of such programs is central to the creation of safe, healthy, and supportive school environments for all students in the District. The Board supports and will prioritize funding for Restorative Practices and PBIS programs to successfully implement these practices at all school sites across the district.

On-Campus Suspension

On-campus suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Decision Not to Enforce Expulsion Order

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)

Expungement of Student Disciplinary Records

As provided in Board Policy 5144.3, a student, parent, guardian, appointed advocate on behalf of the student, or Superintendent on behalf of a student may apply for expungement of student disciplines record which meet the criteria set forth in BP 5144.3.

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 04/23/2019 | **Last Reviewed Date:** 04/23/2019

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The Board does not support a zero tolerance approach to discipline. The Board recognizes the importance of providing school-wide positive supports, using discipline strategies and practices that keep students in school and in the classroom, and supporting students in learning to behave appropriately and solve conflicts in a peaceful way.

In response to serious or repeated violations of established policies and standards, it may be necessary to suspend or expel a student from regular classroom instruction.

Before subjecting a student to disciplinary sanctions that result in a loss of instructional time, the Superintendent or designee shall, to the extent allowed by law, first use alternative strategies as described in AR 5144 - Discipline. Except where suspension for a first offense is permitted by 48900.5, as further described in AR 5144.1, in-school and out-of-school suspension shall be imposed only when other means of correction fail to bring about proper conduct or the student's presence causes a danger to persons. (Education Code 48900.5) Expulsion is an action taken by the Board only for severe breaches of discipline by a student.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing, a firearm which is not an imitation firearm as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, , or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student (final action) shall be taken in an open session of a Board meeting. (Education Code 48918(i)).

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled or unenrolled except under limited circumstances in accordance with Education code 8489.1 and as specified in Administrative Regulation 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording the students due process rights under the law.

The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Expansion of Restorative Practices, Positive Behavior Intervention Supports, and other restorative and youth development approaches

The Board recognizes that the District has made progress toward creating a positive school culture through various means, including through the use of Restorative Practices and Positive Behavioral Interventions and Supports. The Board believes that the continued expansion of such programs is central to the creation of safe, healthy, and supportive school environments for all students in the District. The Board supports and will prioritize funding for Restorative Practices and PBIS programs to successfully implement these practices at all school sites across the district.

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Policy 6142.93: Science Instruction

Status: ADOPTED

Original Adopted Date: ~~11/26/1996~~10/01/1995 | Last Revised Date: ~~11/14/2017~~03/01/2025 |
Last Reviewed Date: ~~11/14/2017~~03/01/2025

The Governing Board believes that science education should focus on giving students an understanding of the biological and physical aspects of science, including the place of humans in ecological systems, the causes and effects of climate change and the methods to mitigate and adapt to climate change, key scientific concepts, and methods of scientific inquiry and investigation through experiments and other activities that foster critical thinking. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and reasoning.

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

The ~~district's~~Board shall adopt academic standards for science ~~instruction shall that~~ meet or exceed the California Next Generation Science Standards (CA-NGSS) and describe the knowledge and skills students are expected to possess at each grade level, with an instructional focus on understanding the process of science, the fundamental ideas within each discipline of science, and underlying themes that are common to all sciences. The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

The Superintendent or designee shall develop and implement appropriate safety measures for 1

science laboratory classes [in accordance with Administrative Regulation 5142 - Safety](#), including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

The Superintendent or designee shall regularly report to the Board regarding the implementation and effectiveness of the science curriculum at each grade level. At a minimum, each report shall address the extent to which the program is aligned with the CA-NGSS, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the [Governing Board](#) to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 14030	Preliminary procedure, planning and approval of school facilities
8 CCR 5191	Chemical hygiene plan
Ed. Code 32030-32034	Eye safety
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 33475-33475.5	Model curriculum on stem cell science
Ed. Code 33548	Media and artificial intelligence literacy
Ed. Code 49340-49341	Hazardous substances education
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51210.3	Elementary science coach
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52059.5-52077	Local control and accountability plan
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress

Policy 6142.93: Science Instruction

Status: ADOPTED

Original Adopted Date: 11/26/1996 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board believes that science education should focus on giving students an understanding of the biological and physical aspects of science, including the place of humans in ecological systems, the causes and effects of climate change and the methods to mitigate and adapt to climate change, key scientific concepts, and methods of scientific inquiry and investigation through experiments and other activities that foster critical thinking. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and reasoning.

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

The Board shall adopt academic standards for science that meet or exceed the California Next Generation Science Standards (CA-NGSS) and describe the knowledge and skills students are expected to possess at each grade level, with an instructional focus on understanding the process of science, the fundamental ideas within each discipline of science, and underlying themes that are common to all sciences. The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes in accordance with Administrative Regulation 5142 - Safety, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

The Superintendent or designee shall regularly report to the Board regarding the implementation and effectiveness of the science curriculum at each grade level. At a minimum, each report shall address the extent to which the program is aligned with the CA-NGSS, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

Policy 6142.94: History-Social Science Instruction

Status: ADOPTED

Original Adopted Date: ~~11/14/2017~~07/01/2009 | Last Revised Date: 03/01/2025 | Last Reviewed Date: ~~11/14/2017~~03/01/2025

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future. as well as to establish a foundation for the appreciation of different ethnicities, the wise use of natural resources, and the responsible management of personal finance. The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level.

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. ~~In addition~~Additionally, teachers are encouraged to supplement the curriculum, in accordance with Board Policy 6161.11 - Supplementary Instructional Materials, by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range

of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union. ~~(Education Code 51221.3, 51221.4)~~

~~(Education Code 51221.3, 51221.4)~~

District high schools shall annually observe, during the week that includes April 28, "Workplace Readiness Week" by providing information to students on their rights as workers, including topics specified in Education Code 49110.5. For students in grades 11 and 12, the "Workplace Readiness Week" observances shall be integrated into the regular school program, consistent with the history-social science framework. (Education Code 49110.5)

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

-

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~Governing Board~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 33540	History-social science framework course requirements
Ed. Code 33540.2	Model curriculum related to Vietnamese American refugee experience
Ed. Code 33540.4	Model curriculum related to Cambodian American history and heritage
Ed. Code 33540.6	Model curriculum related to Hmong history and cultural studies
Ed. Code 33548	Media literacy and artificial intelligence literacy curriculum frameworks
Ed. Code 49110.5	Workplace readiness week
Ed. Code 51008-51009	<u>Instruction on farm labor movement</u>

Policy 6142.94: History-Social Science Instruction

Status: ADOPTED

Original Adopted Date: 11/14/2017 | **Last Revised Date:** | **Reviewed Date:**

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future, as well as to establish a foundation for the appreciation of different ethnicities, the wise use of natural resources, and the responsible management of personal finance. The district's history-social science education program shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills students are expected to possess at each grade level.

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. Additionally, teachers are encouraged to supplement the curriculum, in accordance with Board Policy 6161.11 - Supplementary Instructional Materials, by using biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union. (Education Code 51221.3, 51221.4)

District high schools shall annually observe, during the week that includes April 28, "Workplace Readiness Week" by providing information to students on their rights as workers, including topics specified in Education Code 49110.5. For students in grades 11 and 12, the "Workplace Readiness Week" observances shall be integrated into the regular school program, consistent with the history-social science framework. (Education Code 49110.5)

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 33540	History-social science framework course requirements
Ed. Code 33540.2	Model curriculum related to Vietnamese American refugee experience
Ed. Code 33540.4	Model curriculum related to Cambodian American history and heritage
Ed. Code 33540.6	Model curriculum related to Hmong history and cultural studies
Ed. Code 33548	Media literacy and artificial intelligence literacy curriculum frameworks
Ed. Code 49110.5	Workplace readiness week
Ed. Code 51008-51009	<u>Instruction on farm labor movement</u>
Ed. Code 51204	<u>Course of study designed for student's needs</u>
Ed. Code 51204.5	<u>History of California; contributions of specified groups</u>
Ed. Code 51210	<u>Course of study for grades 1-6</u>
Ed. Code 51220	<u>Course of study for grades 7-12</u>
Ed. Code 51220.2	<u>Instruction in legal system; teen or peer court programs</u>
Ed. Code 51221	<u>Social science course of study; inclusion of instruction in use of natural resources</u>
Ed. Code 51221.1	California Teachers Collaborative for Holocaust and Genocide Education
Ed. Code 51221.3-51221.4	<u>Instruction on World War II and Vietnam War; use of oral histories</u>

Policy 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: ~~08/25/2009~~03/01/2003 | Last Revised Date: ~~08/22/2023~~03/01/2025 |
Last Reviewed Date: ~~08/22/2023~~03/01/2025

~~The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.~~

~~Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.~~

~~No district student with a disability shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)~~

~~The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)~~

~~In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.~~

~~During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.~~

~~The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.~~

~~The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.~~

~~The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)~~

-

The Governing Board desires to provide full educational opportunities to all students with exceptional needs. Students with exceptional needs shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with exceptional needs, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3021-3029	<u>Identification, referral and assessment</u>
5 CCR 3040-3043	<u>Instructional planning and the individualized education program</u>
5 CCR 3051-3053	<u>Implementation of the individualized education program</u>
5 CCR 853-853.5	<u>State assessments; accommodations</u>
Ed. Code 46392	<u>Emergencies</u>
Ed. Code 48853.5	Students in foster care
Ed. Code 51225.3	<u>High school graduation requirements</u>
Ed. Code 56040.3	<u>Availability of assistive technology device</u>
Ed. Code 56040.6	Deaf and hard of hearing supports
Ed. Code 56043	Transition plans
Ed. Code 56049.1	Data related to least restrictive environment

Policy 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board desires to provide full educational opportunities to all students with exceptional needs. Students with exceptional needs shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with exceptional needs, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals aged 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3021-3029	<u>Identification, referral and assessment</u>
5 CCR 3040-3043	<u>Instructional planning and the individualized education program</u>
5 CCR 3051-3053	<u>Implementation of the individualized education program</u>
5 CCR 853-853.5	<u>State assessments; accommodations</u>
Ed. Code 46392	<u>Emergencies</u>
Ed. Code 48853.5	Students in foster care
Ed. Code 51225.3	<u>High school graduation requirements</u>

Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education **Status: ADOPTED**

Original Adopted Date: ~~08/25/2009~~06/01/1995 | Last Revised Date: ~~05/11/2021~~03/01/2025 |
Last Reviewed Date: ~~05/11/2021~~03/01/2025

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with ~~disabilities~~exceptional needs in accordance with law. When the district is unable to provide direct special education and/or related services to students with ~~disabilities~~exceptional needs, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with ~~disabilities~~exceptional needs and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. ~~In addition~~

Additionally, the Superintendent or designee, such as the district's liaison for foster youth, shall verify that for any student served by an NPS/A who is a foster youth, the NPS/A agrees to serve as the school of origin of the foster youth and allow the foster youth to continue the foster youth's education in the NPS/A in accordance with Education Code 56366.1.

The Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

Within 14 days of becoming aware of any change to the certification status of an NPS/A, including, but not limited to, receiving notification of a determination to suspend or revoke the certification of the NPS/A pursuant to Education Code 56366.4, the district shall notify, through email or regular mail, the parents/guardians of any district student who attends the NPS/A of the change in certification status, which includes a copy of procedural safeguards. The district shall maintain a record of such notice and make the notice available for inspection upon request by the California Department of Education. (Education Code 56366.45)

No district student with exceptional needs shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that ~~an appropriate public education alternative does not exist and that the~~ the placement is appropriate for the student. ~~—~~ (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilitiesexceptional needs who are enrolled in programs or receiving services provided by the NPS/A- pursuant to the contract. (Education Code 56365)

In accordance with law, any student with disabilitiesexceptional needs placed in an NPS/A shall have all the rights and protections to which students with disabilitiesexceptional needs are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilitiesexceptional needs is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3001	Definitions
5 CCR 3051-3051.24	Special education; standards for related services and staff qualifications
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31-51225.32	Graduation exemption for students with exceptional needs
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney or advocate with conflict of interest

Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education **Status: ADOPTED**

Original Adopted Date: 08/25/2009 | **Last Revised Date:** | **Last Reviewed Date:**

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with exceptional needs in accordance with law. When the district is unable to provide direct special education and/or related services to students with exceptional needs, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with exceptional needs and complies with staff training requirements in accordance with Education Code 56366 and 56366.1.

Additionally, the Superintendent or designee, such as the district's liaison for foster youth, shall verify that for any student served by an NPS/A who is a foster youth, the NPS/A agrees to serve as the school of origin of the foster youth and allow the foster youth to continue the foster youth's education in the NPS/A in accordance with Education Code 56366.1.

The Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

Within 14 days of becoming aware of any change to the certification status of an NPS/A, including, but not limited to, receiving notification of a determination to suspend or revoke the certification of the NPS/A pursuant to Education Code 56366.4, the district shall notify, through email or regular mail, the parents/guardians of any district student who attends the NPS/A of the change in certification status, which includes a copy of procedural safeguards. The district shall maintain a record of such notice and make the notice available for inspection upon request by the California Department of Education. (Education Code 56366.45)

No district student with exceptional needs shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with exceptional needs who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)

In accordance with law, any student with exceptional needs placed in an NPS/A shall have all the rights and protections to which students with exceptional needs are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with exceptional needs is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3001	<u>Definitions</u>
5 CCR 3051-3051.24	<u>Special education; standards for related services and staff qualifications</u>
5 CCR 3060-3070	<u>Nonpublic, nonsectarian school and agency services</u>
Ed. Code 51225.3	<u>High school graduation requirements</u>
Ed. Code 51225.31-51225.32	Graduation exemption for students with exceptional needs
Ed. Code 56034-56035	<u>Definitions of nonpublic, nonsectarian school and agency</u>
Ed. Code 56042	<u>Placement not to be recommended by attorney or advocate with conflict of interest</u>
Ed. Code 56101	<u>Waivers</u>
Ed. Code 56163	<u>Certification</u>
Ed. Code 56168	<u>Responsibility for education of student in hospital or health facility school</u>
Ed. Code 56195.8	<u>Adoption of policies</u>
Ed. Code 56342.1	<u>Individualized education program; placement</u>

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

Item Type: Consent

Background: In November 2014, Alameda voters approved Facilities Bond Measure I, and in June 2022, they approved Facilities Bond Measure B.

According to the bond schedules, various contracts will be presented to the Board for approval. These contracts may include construction bid contracts, addenda to architectural services agreements, specialist and consultant agreements, and more. To streamline this process, staff has established a standing board item to separately track and manage contracts related to Measure I and Measure B, distinct from other district contracts.

1. (Fund 21, Measure B) Amendment No. 3 to Professional Services Agreement between AUSD and Terracon Consultants for an increase of \$120,000 and an amended total of \$265,000.00. (Wood MS)
2. (Fund 21, Measure B) Amendment No. 2 to Professional Services Agreement between AUSD and Terracon Consultants for an increase of \$50,000 and an amended total of \$150,000.00. (Otis)
3. (Fund 21, Measures I & B) Professional Services Agreement between AUSD and Orbach, Huff & Henderson for varying hourly rates not to exceed \$60,000.00.
4. (Fund 21, Measure B) Site and Facilities Lease (Lease Leaseback Contract) between AUSD and Alten Construction, LLC for preliminary services totaling \$13,000.00 (EJSHS New Gym)
5. (Fund 21, Measure B) Project Filing Final Fees between AUSD and the Division of the State Architect for \$28,508.49 and project fees totaling \$57,008.49. (Lum Demo)
6. (Fund 21, Measure B) Materials and Delivery Agreement between AUSD and Conexwest totaling \$40,098.95. (EJSHS Field)
7. (Fund 21, Measure B) Voluntary Remedial Action Agreement Process Payment between AUSD and the Alameda County Environmental Health Department for \$43,674.00 and a total payment to date of \$53,674.00. (AHS Swim)
8. (Fund 21, Measure B) Professional Services Agreement between AUSD and Brelje & Race Consulting Engineers for a total not to exceed \$50,000.00. (Otis)
9. (Fund 21, Measure I) Amendment No. 2 to Professional Services Agreement between AUSD and Terracon Consultants, Inc. for a term extension from 6/30/2025 to 12/31/2025. (Longfellow)

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

See attached contract(s) for detailed expenditures.

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Terracon Consultants (WMS)	6/18/2025	Backup Material
☐ Terracon Consultants (Otis)	6/18/2025	Backup Material
☐ Orbach Huff & Henderson	6/18/2025	Backup Material
☐ Alten Construction, Inc.	6/18/2025	Backup Material
☐ DSA	6/18/2025	Backup Material
☐ Conexwest	6/18/2025	Backup Material
☐ Alameda County Environmental Health Department	6/18/2025	Backup Material
☐ Brelje & Race Consulting Engineers	6/18/2025	Backup Material
☐ Terracon Consultants (Longfellow)	6/18/2025	Backup Material

SITE LEASE

This Site lease ("**Site Lease**") dated June 24, 2025 ("**Effective Date**"), is made and entered into by and between the **Alameda Unified School District**, as lessor ("**District**"), and **Alten Construction, LLC**, as lessee ("**Contractor**") (together, the "**Parties**").

WHEREAS, the District currently owns a parcel or parcels of land located at:

School Site(s) or Site(s)	Address
Encinal Jr. Sr. High School	210 Central Avenue, Alameda, CA 94501

and as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**School Site(s) or Site(s)**"); and

WHEREAS, the District desires to provide for the construction of a new full-size gymnasium ("**Project(s)**"); and

WHEREAS, the District determines that a portion of the Site(s) are adequate to accommodate the Project, as more particularly described in **Exhibit A** ("**Project Site(s)**") attached hereto and incorporated herein by this reference; and

WHEREAS, District desires to have the construction of the Project completed and to lease it back, as more particularly described in the facilities lease between the Parties dated as of the Effective Date whereby the Contractor agrees to perform the work of the Project and then lease the Project Site(s) back to the District ("**Facilities Lease**"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS, the Board of Education of the District ("**Board**") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site(s) to Contractor and by immediately entering into the Facilities Lease under which the Contractor will perform the work of the Project and the District will lease back the Project from Contractor; and

WHEREAS, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

WHEREAS, the District is authorized under Education Code section 17406 to lease the Project Site(s) to Contractor and to have Contractor develop and cause the construction of the Project thereon and lease the Project Site(s) back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing, based upon a finding that it is in the best interest of the District to do so; and

WHEREAS, Contractor as lessee is authorized and competent to lease the Project Site(s) from District and to develop and cause the construction of the Project on the Project Site(s), and has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** Unless the context clearly otherwise requires, or expressly stated otherwise, all words and phrases defined in the Facilities Lease, and attachments thereto, shall have the same meaning in this Site Lease.
2. **Exhibits.** The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.
 - 2.1. **Exhibit A: Site(s) Information and Project(s) Information**
3. **Lease of the Project Site(s).** The District hereby leases to the Contractor, and the Contractor hereby leases from the District, the Project Site(s), subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Contractor within three (3) days of execution of this Site Lease.
 - 3.1. **Work in Phases.** If the Work of the Project is to be performed in phases, then the only areas bound by the terms of this Site Lease are:
 - 3.1.1. As indicated to be within specific phases of the Project and
 - 3.1.2. For which portions of the Lease Payments as provided for in the Facilities Lease are still owing,
4. **Leaseback of the Project Site(s).** The Parties agree that the Project Site(s) will be leased back to the District pursuant to the Facilities Lease for the term thereof.
5. **Term.** The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Contractor, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.
6. **Payment.** In consideration for the lease of the Project Site(s) by the District to the Contractor and for other good and valuable consideration, the Contractor shall pay One Dollar (\$1.00) per year to the District upon execution of this Site Lease until the expiration or early termination of this Site Lease and/or the Facilities Lease.
7. **Termination.** This Site Lease may be terminated only as permitted in the Facilities Lease. If the District terminates the Facilities Lease pursuant to the provisions in the Facilities Lease, then this Site Lease shall also terminate.
8. **Title to Site(s).** During the term of this Site Lease, the District shall hold fee title to the Site(s), including the Project Site(s), and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the Site(s).
9. **Improvements.** Title to all improvements made on the Project Site(s) during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.
10. **No Merger.** The leaseback of the Project Site(s) by the Contractor to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Site(s), and the Contractor shall continue to have a leasehold estate in the Project Site(s) pursuant to this Site Lease

throughout the term hereof.

- 11. Right of Entry.** The District reserves the right for any of its duly authorized representatives to enter upon the Project Site(s) at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Contractor.
- 12. Quiet Enjoyment.** Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Project Site(s), the District hereby covenants and agrees that it will not take any action to prevent the Contractor from having quiet and peaceable possession and enjoyment of the Project Site(s) during the term hereof and will, at the request of the Contractor, to the extent that it may lawfully do so, join in any legal action in which the Contractor asserts its right to such possession and enjoyment.
- 13. Waste.** The Contractor agrees that at all times that it is in possession of the Project Site(s), it will not commit, suffer or permit any waste on the Project Site(s), and that it will not willfully or knowingly use or permit the use of the Project Site(s) for any illegal purpose or act.
- 14. Further Assurances and Corrective Instruments.** The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site(s) hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.
- 15. Representations of the District.** The District represents, covenants and warrants to the Contractor as follows:
 - 15.1. Due Organization and Existence.** The District is a school district, duly organized and existing under the Constitution and laws of the State of California.
 - 15.2. Authorization.** The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.
 - 15.3. No Violations.** To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site(s), except Permitted Encumbrances.
 - 15.4. CEQA Compliance.** The District has complied with all requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("**CEQA**") in connection with the Project, and no further environmental review of the project is necessary pursuant to CEQA before the construction of the Project may commence.
 - 15.5. No Litigation.** To the best of the District's actual knowledge, there is no pending or threatened action or proceeding before any court or federal, state, municipal, or other government authority or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Site Lease.
 - 15.6. Condemnation Proceedings.**

15.6.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as

this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

- 15.6.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Contractor shall be as indicated in the Facilities Lease.

15.7. Use and Zoning. To the best of the District's actual knowledge, the Project Site(s) is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

15.8. Taxes. To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

15.9. Hazardous Materials. District is not currently aware of any contamination to the Project Site(s) by Hazardous Materials, except for Hazardous Materials of which District has already informed Contractor. If District becomes aware of any act or circumstance which would change or render this representation incorrect, in whole or in part, District will give immediate written notice of such changed fact or circumstance to Contractor.

16. Representations of the Contractor. The Contractor represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence. The Contractor is a California corporation licensed to provide such services in the state of California, duly organized and existing under the laws of the State of California, has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization. The Contractor has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

16.3. No Violations. Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Contractor is now a party or by which the Contractor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Contractor, or upon the Project Site(s), except for Permitted Encumbrances.

16.4. No Bankruptcy. Contractor is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation. There is no pending or, to the knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity. The Contractor and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

- 18. Assignment and Subleasing.** This Site Lease may be assigned and/or the Project Site(s) subleased, as a whole or in part, by the Contractor only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.
- 19. Restrictions on District.** The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Project Site(s) or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Contractor's interests indicated in this Site Lease.
- 20. Liens and Further Encumbrances.** Contractor agrees to keep the Project Site(s) and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Project Site(s) or the Project. Pursuant to the Facilities Lease, Contractor further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.
- 21. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the parties indicated below.
- 21.1.** If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.
- 21.2.** If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

If to District:
Alameda Unified School District
 2060 Challenger Drive
 Alameda, CA 94501
 ATTN: Monty Patterson

If to Contractor:
Alten Construction, LLC
 1141 Marina Way
 Richmond, CA 94804
 ATTN: Robert Alten, President & CEO

With a copy to:
 Orbach Huff & Henderson LLP
 6200 Stoneridge Mall Rd., Ste. 225
 Pleasanton, CA 94588
 ATTN: Glenn Gould, Esq.

With a copy to:
 Steven D. Martini
 Alten Construction, LLC
 1141 Marina Way
 Richmond, CA 94804

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

- 22. Binding Effect.** This Site Lease shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
- 23. No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.
- 24. Severability.** In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

- 25. Amendments, Changes and Modifications.** Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.
- 26. Execution in Counterparts.** This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 27. Contractor and District Representatives.** Whenever under the provisions of this Site Lease approval by the Contractor or the District is required, or the Contractor or the District is required to take some action at the request of the other, such approval or such request shall be given for the Contractor by the Contractor Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.
- 28. Applicable Law.** This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venue shall be in the County within which the Site(s) is located.
- 29. Attorney's Fees.** If either party brings an action or proceeding involving the Site(s) or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.
- 30. Captions.** 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.
- 31. Prior Agreements.** This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.
- 32. Further Assurances.** Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.
- 33. Recitals Incorporated.** The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.
- 34. Time of the Essence.** Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.
- 35. Force Majeure.** A party shall be excused from the performance of any obligation imposed in this Site Lease as indicated in the Facilities Lease.
- 36. Interpretation.** None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Site Lease, as of the Effective Date, and have directed and authorized their respective officers to execute this Site Lease:

Alameda Unified School District

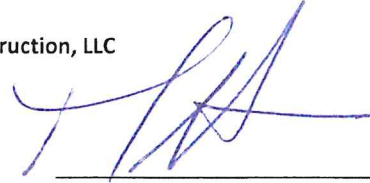
Alten Construction, LLC

Signature:



Monty Patterson
Senior Director of Construction

Signature:



Robert A. Alten
President & CEO

Signature:


Shariq Khan (06/18/2025 11:24 PDT)

Shariq Khan
Assistant Superintendent,
Business Services

Signature:

Gary K. Lym
President, Board of Education

EXHIBIT A
TO SITE LEASE

(IDENTICAL TO EXHIBIT A TO THE FACILITIES LEASE)

FACILITIES LEASE

This Facilities lease ("**Facilities Lease**") dated June 24, 2025 ("**Effective Date**"), is made and entered into by and between the **Alameda Unified School District**, as lessor ("**District**"), and **Alten Construction, LLC**, as lessee ("**Contractor**") (together, the "**Parties**").

WHEREAS, the District currently owns a parcel or parcels of land located at:

School Site(s) or Site(s)	Address
Encinal Jr. Sr. High School	210 Central Avenue, Alameda, CA 94501

and as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**School Site(s) or Site(s)**"); and

WHEREAS, the District desires to provide for the construction of a new full-size gymnasium. ("**Project (s)**"); and

WHEREAS, the District has determined that a portion of the Site(s) are adequate to accommodate the Project, as more particularly described in **Exhibit A** ("**Project Site(s)**") attached hereto and incorporated herein by this reference; and

WHEREAS, District has retained the following architects (individually and collectively referred to as "**Architect**") to prepare plans and specifications ("**Plans and Specifications**") for the Site(s), and as the architects/engineers of record for the Project as follows:

- QKA Architects

WHEREAS, District and Contractor have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Project Site(s) to the Contractor ("**Site Lease**"); and

WHEREAS, Contractor represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease the Project Site(s) to Contractor and to have Contractor develop and construct the Project on the Project Site(s) and to lease back to the District the Project Site(s) and the Project, and has duly authorized the execution and delivery of this Facilities Lease; and

WHEREAS, Contractor is authorized to lease the Project Site(s) as lessee and to develop the Project and to have the Project constructed on the Project Site(s) and to lease the Project and the Project Site(s) back to the District, and has duly authorized the execution and delivery of this Facilities Lease; and

WHEREAS, the Board of Education of the District (the "**Board**") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site(s) to Contractor and by simultaneously entering into this Facilities Lease under which the District will lease back the Project Site(s) and the Project from Contractor and make Lease Payments as indicated in **Exhibit C** attached hereto and incorporated herein by reference; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter

into this Facilities Lease; and

WHEREAS, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. Definitions. In addition to the terms and entities defined above or subsequent provisions defined herein, and unless the context otherwise requires, or unless expressly stated otherwise, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1. “Contractor” or “Lessor” means **Alten Construction, LLC**, a Corporation, organized and existing under the laws of the State of California, and its successors and assigns.

1.2. “Contractor’s Representative” means the Managing Member of Contractor, or any person authorized to act on behalf of Contractor under or with respect to this Facilities Lease.

1.3. “Contract Documents” are defined in **Exhibit D** to this Facilities Lease.

1.4. “District” or “Lessee” means the **Alameda Unified School District**, a school district duly organized and existing under the laws of the State of California.

1.5. “District Representative” means the Superintendent of the District, or any other person authorized by the Board of Trustees of the District to act on behalf of the District under or with respect to this Facilities Lease.

1.6. “Permitted Encumbrances” means, as of any particular time:

- 1.6.1. Liens for general and valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;
- 1.6.2. The Site Lease;
- 1.6.3. This Facilities Lease,
- 1.6.4. 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 Facilities Lease.
- 1.6.5. Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Project Site(s); and

2. Exhibits. The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease (“**Exhibit(s)**”):

2.1. Exhibit A: Site(s) Information and Project(s) Information

2.2. Exhibit B: [RESERVED].

2.3. Exhibit C: Guaranteed Project Cost and Other Project Cost(s), Funding, and Payment Provisions for Each of the Leased Project Site(s): A detailed description of the Guaranteed Project Cost and the provisions related to the payment of that amount by the District to the Contractor.

2.4. Exhibit D: General Construction Provisions: The provisions generally describing the Project's construction.

2.5. Exhibit E: Memorandum of Commencement Date for the Facilities Lease for Each of the Leased Project Site(s): The Memorandum which will memorialize the commencement and expiration dates of the Term.

2.6. Exhibit F: Construction Schedules for each of the Project Site(s): The Construction Schedule(s) shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Contractor's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule(s) shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.

2.7. Exhibit G: Schedule(s) of Values for Each of the Project Site(s)

2.8. Exhibit H: Subcontractor Procurement Process

2.9. Exhibit I: Certificates and Bonds to Lease-Leaseback Documents and Division 1 Documents to Lease-Leaseback Documents

2.10. Exhibit J: Plans, Technical Specifications, and Drawings

2.11. Exhibit K: Revisions to Contract Documents

2.12. Exhibit L: Agreement for Preliminary Services

2.13. Exhibit M: Project Labor Agreement between the District and the Alameda County Building and Construction Trades Council dated February 9, 2017, with Addendum dated September 29, 2022.

3. Contract Documents / Order of Precedence

3.1. Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- 3.1.1. District-approved modifications, beginning with the most recent (if any);
- 3.1.2. Exhibit K: Revisions to Contract Documents;
- 3.1.3. Exhibit D: General Construction Provisions ;
- 3.1.4. Facilities Lease;
- 3.1.5. Site Lease;
- 3.1.6. Exhibit C: GPC and Other Project Costs;
- 3.1.7. Remaining Exhibits to the Facilities Lease;
- 3.1.8. Division 1 Documents (Documents beginning with "01");
- 3.1.9. Division 2 through Division 49 documents (Technical Specifications);
- 3.1.10. Figured dimensions;

- 3.1.11. Large-scale drawings; and
- 3.1.12. Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly states in writing (e.g., via a Change Order) accepting a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3.2. Integration / Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Facilities Lease and Site Lease supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

4. Lease of Project and Project Site(s).

4.1. Contractor hereby leases the Project and the Project Site(s) to the District, and the District hereby leases said Project and Project Site(s) from Contractor upon the terms and conditions set forth in this Facilities Lease.

4.2. The leasing by Contractor to the District of the Project Site(s) shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Contractor shall continue to have and hold a leasehold estate in the Project Site(s) pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease.

4.3. As to the Project Site(s), this Facilities Lease shall be deemed and constitute a sublease.

5. Term.

5.1. Facilities Lease is Legally Binding. This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The Term of this Facilities Lease for the purposes of District's occupancy shall commence after the Parties have satisfied all preconditions for the Parties execution of the Memorandum of Commencement Date as set forth in "Timing of Lease Payments" in **Exhibit C**, and then on the earlier of the following two (2) events ("**Commencement Date**"), and shall terminate twelve (12) months after the Commencement Date (the "**Term**"):

5.1.1. The date the District takes Beneficial Occupancy of the entire Project; or

5.1.2. The date of Project Completion, as defined in **Exhibit D** to this Facilities Lease.

5.2. On the Commencement Date, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement and expiration dates of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the Commencement Date of the Term.

5.3. The Parties expressly agree that the District's obligation to make Tenant Improvement Payments for Work performed on the Project arises upon the Effective date of this Facilities Lease, and shall be made pursuant to the "Payment of the Guaranteed Project Cost" Provisions as indicated in **Exhibit C**.

5.4. The Parties expressly agree that the District's obligation to make Lease Payments, notwithstanding the Commencement Date, is conditioned on the Contractor completing and satisfying all conditions indicated in **Exhibit C**, that are required prior to the District being obligated to make the first Lease Payment.

5.5. The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

- 5.5.1. An Event of Default by District as defined herein and Contractor's election to terminate this Facilities Lease as permitted herein, or
- 5.5.2. An Event of Default by Contractor as defined herein and District's election to terminate this Facilities Lease as permitted herein, or
- 5.5.3. A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein.
- 5.5.4. Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

6. Payment. In consideration for the lease of the Project Site(s) by the Contractor back to the District and for other good and valuable consideration, the District shall make the Tenant Improvements Payments and Lease Payments pursuant to the "Payment of the Guaranteed Project Cost" Provisions as indicated in **Exhibit C**.

7. Termination.

7.1. Termination Due to Default of the Contractor.

7.1.1. The District, in its sole discretion, may terminate the Facilities Lease and/or terminate the Contractor's right to perform the work of the Contract based upon Contractor's default.

7.1.2. Default of Contractor includes, without limitation:

- 7.1.2.1. Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or
- 7.1.2.2. Contractor fails to complete said Work within the time specified or any extension thereof, or
- 7.1.2.3. Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or
- 7.1.2.4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition is not dismissed within sixty (60) days; or
- 7.1.2.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
- 7.1.2.6. Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

7.1.2.7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

7.1.2.8. Contractor persistently disregards laws, or ordinances, or instructions of District; or

7.1.2.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

7.1.2.10. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

7.1.3. Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to takeover and perform this Contract only if Surety:

7.1.3.1. Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to takeover and perform this Contract; and

7.1.3.2. Commences performance of the Contract within seven (7) days from date of serving of its notice to District.

7.1.4. If Surety fails to notify District or begin performance as indicated herein, District may takeover the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in the Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in storage, or previously paid for.

7.2. Termination Due to Default by District. If District defaults pursuant to the provision(s) of the Facilities Lease, the Contractor, or its assignee, will have the right, for the then remaining term of the Site Lease, to:

7.2.1. Take possession of the Project Site(s);

7.2.2. If it deems it appropriate, cause appraisal of the Project Site(s) and a study of the then reasonable uses thereof; and

7.2.3. Relet the Project Site(s).

7.3. Termination of Contractor for Convenience. The District in its sole discretion may terminate for convenience this Facilities Lease upon three (3) days written notice to the Contractor. In case of a termination for convenience, the Contractor shall have no claims against the District except the actual portion of the Guaranteed Project Cost expended for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, up to and until the date of termination, plus necessary and reasonable documented demobilization costs.

7.4. Lease Terminable Only as Set Forth Herein. Except as otherwise expressly provided in this Facilities Lease and the "Termination and Suspension and Scope Reduction" section of **Exhibit D** to this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any all necessary payments pursuant to the "Payment of Guaranteed Project Cost" Provisions as indicated in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or

restriction of District's use of the Project; the interference with such use by any private person or Contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties Alameda Unified School District and Alten Construction, LLC, parties hereto that all necessary payments pursuant to the "Payment of Guaranteed Project Cost Provisions" as indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

7.5. Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Contractor hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

7.6. Following Project Completion, and to the extent applicable, the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Contractor or any assignee of Contractor in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Contractor or of any assignee of Contractor in any such proceeding or by any court in any such proceeding. Following Project Completion, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

7.7. District acknowledges that Contractor may assign an interest in some or all of the necessary payments pursuant to the "Payment of Guaranteed Project Cost Provisions" as indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

8. Title.

8.1. During the Term of this Facilities Lease, the District shall hold fee title to the School Site(s), including the Project Site(s), and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

8.2. During the Term of this Facilities Lease, Contractor shall have a leasehold interest in the Project Site(s) pursuant to the Site Lease.

8.3. During the Term of this Facilities Lease, the Contractor shall hold title to the Project improvements provided by Contractor which comprise fixtures, repairs, replacements or modifications thereto.

8.4. If the District makes all necessary payments under the Guaranteed Project Cost Provisions indicated in **Exhibit C**, all right, title and interest of Contractor, its assigns and successors in interest in and to the Project and the Project Site(s) shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Contractor agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

9. Quiet Enjoyment. Upon District's possession of the Project, Contractor shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Contractor, except as otherwise may be set forth in this Facilities Lease. Contractor will, at the request of the District and at Contractor's cost, join in any legal

action in which the District asserts its right to such possession and enjoyment to the extent Contractor may lawfully do so. Notwithstanding the foregoing, Contractor shall have the right to inspect the Project and the Project Site(s) as provided herein.

10. Representations of the District. The District represents, covenants and warrants to the Contractor as follows:

10.1. Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

10.2. Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

10.3. No Violations. Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site(s), except Permitted Encumbrances

10.4. CEQA Compliance. The District has complied with all requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("**CEQA**") in connection with the Project, and no further environmental review of the project is necessary pursuant to CEQA before the construction of the Project may commence. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et. seq.*).

10.5. No Litigation. Except for a validation action related to this transaction that the District may file, there is no pending or, to the knowledge of District, threatened action or proceeding before any court or federal, state, municipal, or other government authority or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Facilities Lease.

10.6. Condemnation Proceedings.

10.6.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

10.6.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Contractor shall be as indicated in Section 6.1 of this Facilities Lease.

11. Representations of the Contractor. The Contractor represents, covenants and warrants to the District as follows:

11.1. Due Organization and Existence. The Contractor is a California corporation licensed to provide such services in the state of California, duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and

hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

11.2. Authorization. Contractor has the full power and authority to enter into, execute and deliver this Facilities Lease; to perform all of its duties and obligations hereunder; and has duly authorized the execution of this Facilities Lease.

11.3. No Violations. Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Contractor is now a party or by which Contractor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Contractor, or upon the Project Site(s), except Permitted Encumbrances.

11.4. No Bankruptcy. Contractor is not now and has never been in bankruptcy or receivership.

11.5. No Litigation. There is no pending or, to the knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Facilities Lease.

11.6. No Encumbrances. Contractor shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Project Site(s), and shall not mortgage or encumber the Project Site(s), except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Contractor's financing the construction of the Project.

11.7. Continued Existence. Contractor shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Contractor, at or before the latest of the following:

11.7.1. Eighteen (18) months following Project Completion,

11.7.2. After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project,

Contractor shall give District sixty (60) days written notice prior to dissolving or terminating the legal existence of Contractor.

11.8. Infectious Disease. Contractor shall comply with all provisions related to Infectious Disease as indicated in **Exhibit D**.

12. Preliminary Services

12.1. The terms and conditions pertaining to the performance of Preliminary Services, if any, under this Facilities Lease, are set forth in the Agreement for Preliminary Services (**Exhibit L**) to this Facilities Lease. To the extent any terms and conditions set forth therein conflict with terms and conditions in the body of the Facilities Lease, the terms and conditions contained in **Exhibit L** shall control regarding the performance of Preliminary Services.

12.2. The payment provisions for the Preliminary Services, if any, under this Facilities Lease, are set forth in **Exhibit C** and **Exhibit L** to this Facilities Lease.

12.3. Notwithstanding any provision contained in this Facilities Lease, Contractor shall not be required to perform any Preliminary Services for which a contractor is required to be licensed pursuant to Article 5 (commencing with Section 7065) of Chapter 9, Division 3 of the Business and Professions Code and/or for which DSA approval is required unless and until the District receives DSA approval for the Project.

13. Construction of Project

13.1. Project Site(s) Conditions and Contract Documents. Contractor acknowledges that it has and will perform certain special services in preparation to construct the Project.

13.2. Construction of Project.

13.2.1. After the District's issuance of a Notice to Proceed, Contractor agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferable in the Construction Provisions as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Construction Documents.

13.2.2. Contract Time / Construction Schedule.

13.2.2.1. The Construction shall be performed pursuant to the construction schedule(s), attached hereto as **Exhibit F ("Construction Schedule(s))"**. The time period between the **Notice to Proceed** for construction of the Project and **Completion** shall be the total Contract time ("**Contract Time**").

13.2.2.2. The Construction Schedule must be approved by the District prior to execution of this Facilities Lease. District and Contractor may, if agreed to in writing, approve changes in the Construction Schedule.

13.2.3. **Schedule of Values.** The Contractor has provided a schedule of values, approved by the District, which attached hereto as **Exhibit G ("Schedule(s) of Values")**. The Schedule of Values must be approved by the District prior to the District's approval of the Contractor's first Application for Tenant Improvement Payment.

13.2.4. **Liquidated Damages:** Time is of the essence for all work Contractor must perform to obtain Project Completion. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("**Liquidated Damages**"): **Two Thousand Dollars (\$2,000) per day** as liquidated damages for each and every day's delay beyond the Contract Time for each School Site(s).

13.2.4.1. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

13.2.4.2. In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in the **Exhibit D**. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

13.2.4.3. The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the Contract Time for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in this Facilities Lease.

13.2.5. **Guaranteed Project Cost.** Contractor will cause the Project to be constructed within the Guaranteed Project Cost as set forth and defined in the Guaranteed Project Cost provisions indicated in **Exhibit C** and Contractor will not seek additional compensation from District in excess of that amount.

13.2.6. **Modifications.** If the DSA requires changes to the Contract Documents submitted by District to Contractor, and those changes change the construction costs and/or construction time for the Project, then those changed costs will be handled as a change in the Work pursuant to the provisions of **Exhibit D**.

13.2.7. Contractor shall cooperate with the District's efforts to obtain State funding for the Project by complying with any State requirements as reasonably requested by the District.

13.2.8. **Compliance Monitoring and Enforcement by the Department of Industrial Relations.**

13.2.8.1. District hereby provides notice of the requirements described in Labor Code section 1771.1, subdivision (a), which states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

13.2.8.2. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all "subcontractors" (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Project. Contractor represents to the District that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.

13.2.8.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

14. Maintenance. Following delivery of possession of the Project by Contractor to District, the repair, improvement, replacement and maintenance of the Project and the Project Site(s) shall be at the sole cost and expense and the sole responsibility of the District, subject only to all warranties against defects in materials and workmanship of Contractor as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the

payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

15. Utilities. Following delivery of possession of the Project by Contractor to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service and all other utilities of any type shall be paid by District.

16. Taxes and Other Impositions. All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Project Site(s) and the improvements thereon, charged to or imposed upon either Contractor or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Contractor, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Contractor, its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by Contractor.

17. Insurance

17.1. Contractor's Insurance. The Contractor shall comply with the insurance requirements as indicated herein.

17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Contractor shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, and the State, from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under the Project. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any auto including owned and non-owned, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

17.1.2. **Umbrella Liability Insurance**

17.1.2.1. Contractor shall procure and maintain, during the life of the Contract, an Excess Liability and/or Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, District, State, Construction Manager(s), Program Manager(s), and Architect(s) in the amounts indicated herein, and shall comply with all requirements for Commercial General Liability and Automobile Liability, Employers' Liability Insurance, and Sexual Molestation and Abuse Liability. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form.

17.1.2.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy.

17.1.2.3. Whether this Excess Liability and/or Umbrella Liability Insurance Policy is written on a "follow form" or "stand alone" form, the coverages shall be equal or greater than the Contractor's Commercial General Liability and Automobile Liability, Employers' Liability Insurance, and Sexual Molestation and Abuse Liability with no exclusions that reduce or eliminate coverage items.

17.1.3. **Subcontractor:** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits as agreed to by the District's risk manager.

17.1.4. **Workers' Compensation and Employers' Liability Insurance**

17.1.4.1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

17.1.4.2. Contractor shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

17.1.5. **Sexual Molestation and Abuse Liability Insurance.** Contractor shall procure and maintain, during the life of this Contract, sexual molestation and abuse insurance. Contractor shall require its Subcontractor(s), if any, to procure and maintain sexual molestation and abuse insurance for any and all employee(s) of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

17.1.6. **Contractor's Risk Insurance: Contractor's Risk "All Risk" Insurance (NO Earthquake or Flood).**

17.1.6.1. Contractor (Builder) shall procure and maintain, during the life of the Project, Contractor's Builders Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents.

17.1.6.2. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, sonic disturbance, collapse, wind, fire, lightning, and smoke. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged 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, including completed Work and Work in progress, to the full insurable value thereof.

17.1.6.3. **Earthquake and Flood Coverage.** The District may require the Contractor to include coverage for “earthquake(s)” and/or “flood” and Contractor shall provide the price for those additional coverages for the District’s consideration prior to including or charging the District for those coverages.

17.1.6.4. Coverage shall be maintained until final payment has been made as provided under the Contract Documents or until no person or entity other than the District has an insurable interest in the property to be covered, whichever is later. This insurance shall cover as insureds the District, Contractor, all Subcontractors of every tier on the Project, and all vendors and suppliers.

17.1.6.5. **Offsite Storage.** Coverage must also be maintained for any materials stored offsite that will be incorporated into the Project.

17.1.6.6. The deductible for this insurance shall be paid by Contractor.

17.1.7. **Professional Liability Insurance.** This insurance shall cover the Contractor and his/her sub-consultant(s) for professional liability in at least the amounts set forth herein below. Additionally, the policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period, coverage to continue through Project Completion plus “tail” coverage for two (2) years thereafter.

17.1.8. **Property of Others Insurance (if not expressly stated as part of above insurance policies).** If equipment and material are stored off-site and are in the Contractor’s possession, the Contractor shall procure and maintain, during the storage of equipment and material, insurance coverage acceptable to the District that shall protect Contractor and District from all claims for Project equipment and materials stored off-site that is lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a “loss payable endorsement” stating that all amounts payable will be paid as a joint-check to the Contractor and District. If approved in advance by District, this required insurance may be obtained by an “Employee Theft Protection Insurance Policy” or an “Employee Theft Protection Bond.”

17.1.9. **Proof of Insurance and Other Requirements: Endorsements and Certificates**

17.1.9.1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under the Project, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District all insurance certificates indicating the required coverages have been obtained, and the District has approved these documents. If the District requests copies of Contractor’s insurance policies and/or endorsements from Contractor, Contractor shall provide them within fourteen (14) days.

17.1.9.2. Endorsements, certificates, and insurance policies shall include the following:

17.1.9.2.1. A clause stating:

“This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to the District and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”

17.1.9.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

17.1.9.3. All endorsements, certificates and insurance policies shall state that District, its Board members, employees and agents, and the State of California, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability Insurance, and Employers' Liability Insurance. After the Project has reached Completion, the Contractor need only retain the named additional insureds on the Completed Operations Policy.

17.1.9.4. Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

17.1.9.5. All endorsements, except for Professional Liability, shall waive any right to subrogation against any of the named additional insureds, except Architect.

17.1.9.6. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

17.1.9.7. All of Contractor's insurance shall be with **ADMITTED** insurance companies with an A.M. Best rating of no less than **A: VII**. Contractor shall provide documentation to the District demonstrating this rating.

17.1.10. **Insurance Policy Limits.** The limits of insurance shall not be less than the following amounts or as per the District's standard attached:

Commercial General Liability (Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations)	Combined Single Limit	\$2,000,000
	General Aggregate Product Liability and Completed Operations	\$4,000,000 \$2,000,000
Automobile Liability – Any Auto	Combined Single Limit NO General Aggregate	\$2,000,000
Excess Liability (Umbrella)		\$6,000,000 per occurrence; \$6,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000 each incident
Sexual Abuse / Molestation		\$1,000,000 each incident; \$2,000,000 policy limit
Contractors Risk (Course of Construction)		Issued for the value and scope of Work indicated herein,

		until the Project has reached Completion
Property of Others	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.
Professional Liability, if required by the District and either: - the premium is approved by the District, or - by each subconsultant and/or designer of documents produced by Contractor.		\$1,000,000 per occurrence and annual aggregate

17.2. District's Insurance.

17.2.1. Upon the execution of the Memorandum of Commencement Date, the District will include the facilities constructed as part of the Project to be thereafter a facility that the District is leasing and that will thereafter be covered by the insurance program in which the District currently participates. If requested by Contractor, District shall provide portions of the District's current insurance documents for the following. At the Contractor's request, District shall request the District's insurance administrator to include Contractor as an additional covered party on those policies, but the District will not ensure that the District's insurance administrator will agree to the request:

- 17.2.1.1. Property Program Liability Coverage
- 17.2.1.2. Interruption of Business / Extra Expense and Rental Value Coverage

18. Indemnification.

18.1. Contractor's Indemnity Obligation.

18.1.1. To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes, without limitation:

- 18.1.1.1. Any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.
- 18.1.1.2. Any claim arising (including protests) from any errors or mistakes in Contractor's documents provided to Subcontractors.

18.1.2. Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

18.1.3. In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

18.1.4. The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

18.2. District's Indemnity Obligation.

18.2.1. District shall indemnify, but shall not be obligated to defend, Contractor from and against any claims, damages, expenses or liabilities connected with this Facilities Lease, only:

18.2.1.1. If those claims, damages, expenses or liabilities relate to District's status as a sublessee under this Facilities Lease;

18.2.1.2. To the extent that those claims, damages, expenses or liabilities arise from the negligence or willful acts or omissions of District, its officers, agents or employees; and

18.2.1.3. If those claims, damages, expenses or liabilities are unrelated to District's obligations to pay the Guaranteed Project Cost.

18.2.2. After the Commencement Date, the District shall also indemnify and defend Contractor from and against any claims, damages, expenses or liabilities including third-party tort or contract claims that arise from the District's use of the Facilities and that are not caused by the Contractor's Work on the Project or are not covered by Contractor's warranty(s) or guarantee(s) and.

18.2.3. Under no circumstances does the District's indemnity obligation herein include any obligation to indemnify the Contractor from any claims, damages, expenses or liabilities connected in any way with a third-party's challenge to the validity of the Site Lease and/or the Facilities Lease.

18.3. The Parties understand and acknowledge that the indemnity obligations stated herein may be mutual, comparative or contributory depending on the facts of specific circumstances.

19. Eminent Domain.

19.1. Total Taking After Project Delivery. If, following delivery of possession of the Project by Contractor to District, all of the Project and the Project Site(s) is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

19.1.1. The financial interest of Contractor shall be limited to the amount of principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** for the remainder of the original Term.

19.1.2. The balance of the award, if any, shall be paid to the District.

19.2. Total Taking Prior to Project Delivery. If all of the Project and the Project Site(s) is taken permanently under the power of eminent domain and the Contractor is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Contractor shall be the amount Contractor has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

19.3. Partial Taking. If, following delivery of possession of the Project by Contractor to District, less than all of the Project and the Project Site(s) is taken permanently, or if all of the Project and the Project Site(s) or any part thereof is taken temporarily, under the power of eminent domain:

19.3.1. This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

19.3.2. There shall be a partial abatement of any principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, and

20. Damage and Destruction. If, following delivery of possession of the Project by Contractor to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** for the remainder of the original Term. The Contractor shall still be due any funds, payments, or disbursements from the District's rental interruption insurance to pay for the amounts that would otherwise have been due and owing from the District under **Exhibit C**.

21. Abatement.

21.1. If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall the Contractor have the right to demand, any future Lease Payments as indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

21.2. The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the Guaranteed Project Cost Provisions indicated in **Exhibit C**.

21.3. The District shall as soon as practicable after such event, at its discretion, apply the net proceeds of its insurance policy intended to cover that loss ("**Net Proceeds**"), either to:

21.3.1. Repair the Project to full use;

21.3.2. Replace the Project, at the District's sole cost and expense, with property of equal or greater value of the Project immediately prior to the time of the destruction or damage, with that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

21.4. The District shall notify the Contractor of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

22. Access

22.1. By Contractor. Contractor shall have the right at all reasonable times to enter upon the Project Site(s) to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Contractor may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Contractor.

22.2. By District. The District shall have the right to enter upon the Project Site(s) at all times. District shall comply with all safety precautions and procedures required by Contractor.

23. Assignment, Subleasing

23.1. Assignment and Subleasing by the District. Any assignment or sublease by District shall be subject to all of the following conditions:

23.1.1. This Facilities Lease and the obligation of the District to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall remain obligations of the District; and

23.1.2. The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Contractor a true and complete copy of any assignment or sublease; and

23.2. Assignment by Contractor. Contractor may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Contractor to a lender for purposes of financing the Project as long as there are not additional costs to the District.

24. Events of Default of District

24.1. Events of Default by District Defined. "Events of Default" of the Contractor shall be those items

identified in section 6.1.2 of this Facilities Lease.

24.2. Remedies on District's Default. If there has been an Event of Default on the District's part, the Contractor may exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

24.2.1. Contractor may rescind its leaseback of the Project Site(s) to the District under this Facilities Lease and re-rent the Project Site(s) to another lessee for the remaining Term for no less than the fair market value for leasing the Project Site(s), which shall be:

24.2.1.1. An amount determined by a mutually-agreed upon appraiser, or

24.2.1.2. If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Contractor appraisal for the Project Site(s), both prepared by an MAI-certified appraiser.

24.2.2. District's obligation to make the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** shall be:

24.2.2.1. Increased by the amount of costs, expenses, and damages incurred by the Contractor in re-renting the Project Site(s), and

24.2.2.2. Decreased by the amount of rent Contractor receives in reletting the Project Site(s).

24.2.3. The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Contractor to re-rent the Project Site(s) in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Contractor in performing a re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project Site(s) shall vest in Contractor as indicated herein.

24.3. District's Continuing Obligation. Unless there has been damage, destruction, a Taking as described above, or the Contractor is in Default as indicated herein, the District shall continue to remain liable for the payments required pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C** and those amounts shall be payable to Contractor at the time and in the manner as therein provided.

24.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to Contractor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Contractor to exercise any remedy reserved herein, it shall be necessary to give notice, as indicated in this Facilities Lease and by law.

25. Events of Default of Contractor

25.1. Events of Default by Contractor Defined. The following shall be "Events of Default" of the Contractor under this Facilities Lease. The terms "Event of Default" and "Default" shall mean, whenever they are used as to the Contractor in the Site Lease or this Facilities Lease, shall only be one or more of the following events:

25.1.1. Contractor unreasonably refuses or fails to prosecute the work on the Project with such reasonable diligence as will accomplish Project Completion within the Contract Time or any extension thereof;

25.1.2. Prior to Project Completion, Contractor is adjudged a bankrupt, or files for bankruptcy, 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;

25.1.3. Contractor persistently disregards applicable law as indicated in **Exhibit D**, or otherwise be in violation of **Exhibit D**.

25.1.4. Failure by the Contractor to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of seven (7) days after District provides Contractor with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, District shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Contractor within the applicable period and diligently pursued until the default is corrected.

25.2. Remedies on Contractor's Default. If there has been an Event of Default on the Contractor's part, the District may, without waiver of or prejudice to any other right or remedy, terminate the Site Lease and Facilities Lease.

25.2.1. If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Project Site(s) and any improvements built upon the Project Site(s) shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the Guaranteed Project Cost Provisions indicated in **Exhibit C**, less any damages incurred by District due to Contractor's Default.

25.2.2. The District shall retain all rights it possesses as indicated in **Exhibit D** including, without limitation,

25.2.2.1. The right to assess liquidated damages due as permitted herein;

25.2.2.2. All rights the District holds to demand performance pursuant to the Contractor's required performance bond;

26. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the persons indicated below:

26.1. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

26.2. If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

If to District:

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
ATTN: Monty Patterson

If to Contractor:

Alten Construction, LLC
1141 Marina Way
Richmond, CA 94804
ATTN: Robert Alten, President and CEO

With a copy to:

Orbach Huff & Henderson LLP
6200 Stoneridge Mall Rd., Ste. 225
Pleasanton, CA 94588
ATTN: Glenn Gould, Esq.

With a copy to:

Steven D. Martini
Alten Construction, LLC
1141 Marina Way
Richmond, CA 94804

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

27. Binding Effect. This Facilities Lease shall inure to the benefit of and shall be binding upon Contractor and the District and their respective successors, transferees and assigns.

28. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

29. Severability. In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

30. Amendments, Changes and Modifications. Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

31. Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

32. Contractor and District Representatives. Whenever under the provisions of this Facilities Lease the approval of Contractor or the District is required, or Contractor or the District is required to take some action at the request of the other, such approval or such request shall be given for Contractor by Contractor's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

33. Applicable Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venue for any action arising therefrom shall be in the County within which the School Site(s) is located.

34. Attorney's Fees. If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

35. Captions. The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Facilities Lease.

36. Prior Agreements. This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

37. Further Assurances. Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

38. Recitals Incorporated. The Recitals set forth at the beginning of this Facilities Lease are hereby incorporated into its terms and provisions by this reference.

39. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

40. Force Majeure. A party shall be excused from the performance of any obligation imposed in the Contract for any period and to the extent that a party is prevented from performing those obligation(s), in whole or in part, as a result of a Force Majeure Event consistent with the provisions of **Exhibit D**. A Force Majeure event shall not be a basis for a default hereunder or a ground for termination of the Facilities Lease.

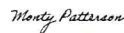
41. Interpretation. None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Facilities Lease, as of the Effective Date, and have directed and authorized their respective officers to execute this Facilities Lease:

Alameda Unified School District

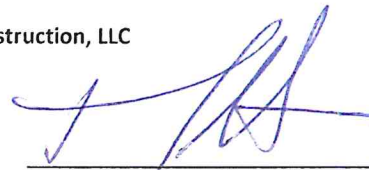
Alten Construction, LLC

Signature:



Monty Patterson
Senior Director of Construction

Signature:



Robert A. Alten
President & CEO

Signature:


Shariq Khan (06/18/2025 11:24 PDT)

Shariq Khan
Assistant Superintendent,
Business Services

Signature:

Gary K. Lym
President, Board of Education

**EXHIBIT A
TO FACILITIES LEASE**

**SITE INFORMATION
AND
PROJECT INFORMATION**

DESCRIPTION OF DISTRICT SITE(S):

New Gymnasium at Encinal Jr. Sr High School

Description of Work: The Encinal Jr. Sr. High School New Gymnasium project provides a new, full-size gymnasium with multisport court striping and bleachers, a weight room and lobby with toilet rooms. The building will be located on the blacktop adjacent to the existing gymnasium and tennis courts. The existing Emergency Vehicle Access (EVA) driveway will be maintained, however, parking adjacent to the tennis courts will be adjusted to accommodate the new building. Access to the new gymnasium will include vestibules for students and public entry. The weight room will have access through the gym and to the lobby where an inclusive restroom is located.

DESCRIPTION OF THE LEASED PREMISES

Project Site(s) Description: APN No. 74-1310-1-2 constitutes the leased premises. The legal description of the parcel is maintained by the District in the District Office and is incorporated into this Exhibit A as though fully set forth.

Construction Schedule

- **Preliminary Services.** Preliminary Services is scheduled for six to nine months, commencing as soon as the District's Board awards the Contract. The scope of Services for Preliminary Services of the project is generally as follows:
 - Review existing site conditions to better understand the scope of work.
 - Perform a constructability review based on current project drawings.
 - Propose value engineering opportunities.
 - Advise the District of any potential cost and schedule impacts/savings.
- **Construction Services.** It is hereby understood and agreed that the District anticipates issuing a Notice to Proceed for construction of the Project on or before April 1, 2026 and the Project duration is anticipated to be 12 months. PLEASE BE ADVISED: THESE DATES ARE SUBJECT TO CHANGE AT THE TIMES THE DISTRICT AND CONTRACTOR FINALIZE THE CONTRACT. ONCE A GPC HAD BEEN DETERMINED, THE CONTRACT SHALL BE AMENDED TO SET FORTH THE DATES ON WHICH THE DISTRICT SHALL HAVE BENEFICIAL OCCUPANCY AND CONTRACTOR SHALL COMPLETE THE PROJECT.

CONTRACTOR SHALL NOT BEGIN WORK ON THE CONSTRUCTION PHASE OF THE PROJECT UNTIL THE PARTIES HAVE AMENDED THE AGREEMENT TO INCLUDE A GUARANTEED PROJECT COST, AND THE DISTRICT HAS ISSUED A NOTICE TO PROCEED FOR CONSTRUCTION TO THE CONTRACTOR.

**EXHIBIT B
TO FACILITIES LEASE
[RESERVED]**

**EXHIBIT C
TO FACILITIES LEASE**

**GUARANTEED PROJECT COST AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

1. **Preliminary Services Payments.** The terms and conditions pertaining to the payment for Preliminary Services, if any, under the Facilities Lease, are set forth in the Agreement for Preliminary Services (**Exhibit L** to the Facilities Lease).
2. **Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar (\$1.00) per year to the District as consideration for the Site Lease until the expiration or early termination of the Site Lease and/or the Facilities Lease.
3. **TO BE DETERMINED** **Guaranteed Project Cost (or Guaranteed Maximum Price).** Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for Dollars (\$), ("Guaranteed Project Cost" or "GPC" or "Guaranteed Maximum Price" or "GMP"). Except as indicated herein for modifications to the Project approved by the District pursuant to **Exhibit D**, or by written amendment, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments. District shall also pay the accrued interest on Lease Payments as indicated herein. The Guaranteed Project Cost shall be calculated as follows, and shall include the following components, as further detailed below:

DETAILED GPC TABLE			
Item	Component	Percentage	Amount
COST TO PERFORM WORK & GENERAL CONDITIONS			
(A)	Cost to Perform Work (Subcontractor costs plus costs of Contractor-performed work)		\$
(B)	General Conditions (Including all General Requirements)		\$
(C)	SUBTOTAL OF COST TO PERFORM WORK & GENERAL CONDITIONS		\$
MARK-UPS			
(D)	Bonds (Proposed & agreed-upon % multiplied by (C))	%	\$
(E)	Insurance (Proposed & agreed-upon % multiplied by (C))	%	\$
(F)	Overhead & Profit (Proposed & agreed-upon % multiplied by (C))	%	\$
(G)	TOTAL INITIAL MARK-UP		\$
CONTINGENCIES(S) / ALLOWANCES			
(H)	Contingency (Only if agreed to and indicate as a set amount, not a percentage)		\$
(I)	Allowance(s) (Only if agreed to and indicate as a set amount, not a percentage)		\$
(J)	TOTAL CONTINGENCIES & ALLOWANCES		\$
	TOTAL GPC (C) + (G) + (J)		\$
	Interest on Lease Payments		\$

	(For Parties information, identify total anticipated amount here)	
	TOTAL GPC + Anticipated Interest on Lease Payments	\$

3.1. Cost to Perform Work.

3.1.1. **Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents. The final, contracted-for amount between the Contractor and each Subcontractor shall be the exact amount that is put into the final GPC, after all leveling between trades and subcontractors and without any added allowances or contingencies, unless specifically identified and approved, in advance, by the District.

3.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work, if approved in advance by the District and procured pursuant to the Contract Documents.

3.2. General Conditions. The fixed amount to be paid for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor (except for insurance); all fees, permits, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project; taxes; and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly.

3.3. Bonds. Mark-up for Bonds shall be [Insert Number] percent (X%) calculated against the Costs to Perform Work and General Conditions, but **NOT** against the Contingency and Allowance(s) amount(s).

3.4. Insurance. Mark-up for Insurance shall be [Insert Number] percent (X%) calculated against the Costs to Perform Work and General Conditions, but **NOT** against the Contingency and Allowance(s) amount(s).

3.5. Overhead and Profit. Mark-up for Overhead and Profit shall be [Insert Number] percent (X%) calculated against the Costs to Perform Work and General Conditions, but **NOT** against the Contingency and Allowance(s) amount(s).

3.6. Contingency. TO BE DETERMINED

[OPTIONAL. AMOUNTS OF THE CONTINGENCY ARE TO BE NEGOTIATED AT THE TIME THE GUARANTEED PROJECT COST IS SET]

3.6.1. **Contingency Amount.** A contingency of [Insert Number] Dollars (\$ [Insert Number]) ("Contingency") is included in the Guaranteed Project Cost and may be used at the Contractor's request only upon obtaining the District's prior written approval consistent with the requirements herein.

- 3.6.2. **Mark-Up Contingency Only When Used.** When the Parties establish the Guaranteed Project Cost, Contractor shall **NOT** calculate mark-up for Bonds, Insurance, and Overhead and Profit for the Contingency. When Contractor is pricing any Work paid from the Contingency, Contractor may mark-up its pricing in the same structure it can for a Change Order (see the “Format for Proposed Change Order” section in **Exhibit D**), but only if the Contractor did not include the Contingency amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC.
- 3.6.3. **Requests for Use of Contingency.** Prior to performing any Work that Contractor intends to be paid for out of any portion of the Contingency, Contractor must submit to the District a written request for the Contractor’s use of the Contingency that shall include:
- 3.6.3.1. The same detail and requirements as a Proposed Change Order as indicated in **Exhibit D**; and
- 3.6.3.2. Substantiation enabling the District to determine that the proposed use of the Contingency covers one of the items below for an “Allowable Contingency Use” and “Conditions for Contingency Use.”
- 3.6.4. **Allowable Contingency Use.** The Contingency shall only be used for the following items:
- 3.6.4.1. Scope gaps;
- 3.6.4.2. Costs to address unforeseen safety items not contemplated by the Parties at the time of the execution of the Contract;
- 3.6.4.3. Construction associated with the refinement of incomplete design information within the Plans and Specifications (“**Missing Design Information**”) that **could** have been identified by the District and corrected prior to the District’s issuance of the request for proposal (or request for qualifications and proposals) for this Project. If Contractor performed Preliminary Services including constructability review, the preceding shall only apply if the Missing Design Information **could not** have been reasonably identified by Contractor at that time.
- 3.6.4.4. Damage that has occurred between trades during construction, excluding: (i) costs of repairing or correcting Work damaged or improperly executed by workers; (ii) work that was improperly or incorrectly performed by Contractor or its subcontractors or suppliers; or (iii) damage that is covered by Contractor’s or Subcontractor’s insurance, excluding the District’s insurance; or
- 3.6.4.5. Other items requested by the Contractor if approved by the District in writing, in the District’s sole discretion.
- 3.6.5. **Conditions for Contingency Use.** The Contingency shall only be used if **all** the following conditions are satisfied:
- 3.6.5.1. If Contractor demonstrates that the item was not otherwise in its or its Subcontractors’ pricing for the Project;
- 3.6.5.2. The use of the Contingency was not in any way caused by the Contractor

and/or does not arise from any error or omission of the Contractor; and

3.6.5.3. Only if the cost of the Work is not recoverable by Contractor from any other available funding source, including, without limitation, from others, by insurance or otherwise.

3.6.6. **Substantiating Contingency Use.** Contractor shall prepare documents for its use of Contingency through the “Changes in the Work” section of **Exhibit D**. Any PCO shall identify that Contractor shall be compensated out of the Contingency. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO. Unless the Contingency is not within the Guaranteed Project Cost, the District does not need to issue a Change Order to authorize the use of Contingency, and may instead provide Contractor written authorization for the use of Contingency.

3.6.7. **Contingency Exhaustion.** If Contractor depletes the Contingency, any costs for items referenced in this “Contingency” section shall be at the Contractor’s sole expense.

3.6.8. **End of Project Reconciliation.** The unused portion of the Contingency shall be retained by the District at the end of the Project and will be documented by the District through any reasonable means, including, without limitation, a deductive Change Order.

3.7. Allowances. TO BE DETERMINED

3.7.1. Allowances in the amount of _____ Dollars (\$ _____) for the specific scopes and amounts as indicated below (“**Allowance(s)**”), are included in the Guaranteed Project Cost and may be used at the Contractor’s request only upon obtaining the District’s prior written approval consistent with the requirements herein.

LIST ANY, IF APPLICABLE; IDENTIFY SPECIFIC SCOPES AND AMOUNTS]

Allowance to _____ [LIST SCOPE OF ALLOWANCE, IF APPLICABLE]	\$ _____ [LIST AMOUNT OF ALLOWANCE]
Allowance to _____ [LIST SCOPE OF ALLOWANCE, IF APPLICABLE]	\$ _____ [LIST AMOUNT OF ALLOWANCE]
Allowance to _____ [LIST SCOPE OF ALLOWANCE, IF APPLICABLE]	\$ _____ [LIST AMOUNT OF ALLOWANCE]

3.7.2. **Mark-Up Allowance(s) Only When Used.** When the Parties establish the Guaranteed Project Cost, Contractor shall **NOT** calculate mark-up for Bonds, Insurance, and Overhead and Profit for the Allowance(s). When Contractor is pricing any Work paid from the Allowance(s), Contractor may mark-up its pricing in the same structure it can for a Change Order (see the “Format for Proposed Change Order” section in **Exhibit D**), but only if the Contractor did not include the Allowances amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC.

3.7.3. **Requesting Use of Allowance(s).** District may authorize the use Allowance(s) in its discretion. Contractor may request to use Allowance(s), but must do so by submitting to the District a written request for the use of an Allowance that shall include:

3.7.3.1. The same detail and requirements as a Proposed Change Order as indicated in

Exhibit D;

3.7.3.2. An explanation in sufficient detail demonstrating to the District's satisfaction that the use of the Allowance is necessary to complete the Project; and

3.7.3.3. Substantiation enabling the District to determine that the proposed use of the Allowance covers one of the scopes of the Allowances above

3.7.4. **Cost of Allowance Work Exceeds Allowance.** Contractor acknowledges and agrees that it prepared the Allowance(s) amounts. If the actual cost of Work for any portion of the Allowance exceeds the amount identified by Contractor for that Work in the Allowance, Contractor shall be solely responsible for all additional costs unless otherwise provided by the Contract Documents.

3.7.5. **End of Project Reconciliation.** The unused portion of the Allowance(s) shall be retained by the District at the end of the Project and will be documented by the District through any reasonable means, including, without limitation, a deductive Change Order.

4. Payment of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein. **TO BE DETERMINED**

4.1. Tenant Improvement Payments. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor [REDACTED] Dollars (\$ [REDACTED]) ("Tenant Improvement Payment(s)"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

4.2. Lease Payments Plus Interest. Thirty (30) days after the Parties execute the Memorandum of Commencement Date attached to the Facilities Lease as **Exhibit E** and the Contractor has completed and satisfied the conditions indicated below, the District shall pay to Contractor [REDACTED] Dollars (\$ [REDACTED]) ("Lease Payment(s)") plus interest, as indicated below.

4.2.1. It is the intent of the Parties that the Lease Payments plus interest will be kept from the Contractor's final payment application(s), including payment application(s) seeking payment of any Retention held pursuant to the Contract Documents.

4.2.2. The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the School Site(s) and shall be made in equal monthly installments for the duration of the Term.

4.2.3. The District represents that the total annual Lease Payment plus interest obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.2.4. **Fair Rental Value.** District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the lease term in the Facilities Lease and are reasonably equivalent to the fair rental value of the Project.

In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.2.5. Each Payment Constitutes a Current Expense of the District.

4.2.5.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest and other payments hereunder constitutes 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 limitation or requirement 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.

4.2.5.2. Lease Payments plus interest due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.2.5.3. The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

4.2.5.4. The District further covenants to in good faith make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments plus interest that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments plus interest or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.2.5.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease, but the District may elect to buyout the Facilities Lease as provided for herein.

4.2.6. Timing of Lease Payments. The first Lease Payment is due only after the following conditions have been completed and satisfied:

4.2.6.1. The Final Tenant Improvement Payment has been paid;

4.2.6.2. All applicable Retention (less the Lease Payments) has been paid pursuant to the terms of the Contract Documents;

4.2.6.3. The Parties have executed the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**; and

4.2.6.4. The Contractor has provided a duly completed and executed "**Unconditional**

Waiver and Release upon Final Payment” compliant with Civil Code section 8138 from all subcontractors of any tier and suppliers that each has been paid all amounts owing to it from the Contractor for all work on the Project.

- 4.2.7. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at percent. To the extent that the Term runs into a subsequent calendar year, the interest rate shall not adjust, unless agreed upon by the District in writing. The first payment is due 30 Days after execution of the Memorandum of Commencement Date and the above conditions have been completed and satisfied.

Date of Payment	(A) Lease Payments	(B) Interest Due on Lease Payment	Amount Due by District to Contractor (A + B)
First Payment	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
30 days thereafter	1/12 of Lease Payment	\$___	\$___
Total	\$___	\$___	\$___

- 4.2.8. **Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

- 4.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

5. **Changes to Guaranteed Project Cost.**

- 5.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable. Any change to the Guaranteed Project Cost shall not affect the Lease Payments, nor the interest rate, unless expressly agreed upon by the District in writing.
- 5.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.
- 5.3. **Cost Savings.** Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce Project costs and promote cost

savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

- 5.4. Insurance and Bond Reimbursements.** At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement.

- 6. Future Buyout of Facilities Lease.** The District may choose to buyout the Lease Payments in a lump sum during the term of the Facilities Lease. The Parties agree that any buyout will be memorialized in writing and serve to terminate the Site Lease and the Facilities Lease and will reduce the interest owed based on the time of the buyout. Under no circumstances can this buyout occur until at least sixty (60) days after Project Completion or the Execution of the Memorandum of Commencement Date, whichever is later. In no event shall any buyout increase the total amount of Lease Payment amounts, plus interest in excess of the amounts included in the Project's Guaranteed Project Cost.

**EXHIBIT D
TO FACILITIES LEASE**

GENERAL CONSTRUCTION PROVISIONS

TABLE OF CONTENTS

1.	CONTRACT TERMS AND DEFINITIONS	38
1.1.	Definitions.....	38
1.2.	Laws Concerning The Contract.....	42
1.3.	No Oral Agreements	43
1.4.	No Assignment	43
1.5.	Notice And Service Thereof	43
1.6.	No Waiver	43
1.7.	Substitutions for Specified Items	43
1.8.	Materials and Work.....	43
2.	[RESERVED]	Error! Bookmark not defined.
3.	ARCHITECT.....	45
4.	CONSTRUCTION MANAGER	45
5.	INSPECTOR, INSPECTIONS, AND TESTS.....	46
5.1.	Project Inspector	46
5.2.	Tests and Inspections	47
5.3.	Costs for After Hours and/or Off Site Inspections	48
6.	CONTRACTOR	48
6.1.	Status of Contractor	48
6.2.	Contractor's Supervision	48
6.3.	Duty to Provide Fit Workers / Required Personnel	49
6.4.	Prohibition on Harassment.....	51
6.5.	Conferences and Meetings.	51
6.6.	Purchase of Materials and Equipment	52
6.7.	Documents on Work.....	53
6.8.	Preservation of Records.....	54
6.9.	Integration of Work	54
6.10.	Obtaining Licenses.....	55
6.11.	Work to Comply With Applicable Laws and Regulations.....	55
6.12.	Safety/Protection of Persons and Property	56
6.13.	Working Evenings and Weekends.....	59
6.14.	Noise and Dust Control.....	59
6.15.	Cleaning Up	60
7.	SUBCONTRACTORS	61
7.3.	Bidding for Subcontractor Work	61
8.	OTHER CONTRACTS/CONTRACTORS	62
9.	DRAWINGS AND SPECIFICATIONS	63
9.3.	Trade Name or Trade Term.....	63
9.6.	Interpretation of Contract Documents/Order of Precedence:	Error! Bookmark not defined.
9.7.	Integration / Modification.	Error! Bookmark not defined.
9.9.	Ownership of Drawings	63
10.	CONTRACTOR'S SUBMITTALS AND SCHEDULES	64
10.1.	Construction Schedule.....	64
10.2.	Schedule of Values	64
10.3.	Safety Plan.	65

10.4.	Complete Subcontractor List	66
10.5.	Monthly Progress Schedule(s)	66
10.6.	Safety Data Sheets (SDS) (formerly known as Material Safety Data Sheets, or MSDSs.	66
10.7.	Logistics Plan.	66
11.	SITE ACCESS, CONDITIONS, AND REQUIREMENTS.....	66
11.1.	Site Investigation	67
11.2.	Soils Investigation Report & Site Due Diligence	67
11.3.	Access to Work	70
11.4.	Layout and Field Engineering.....	70
11.5.	Utilities & Sanitary Facilities	70
11.6.	Surveys	70
11.7.	Regional Notification Center.....	70
11.8.	Existing Utility Lines.....	71
11.9.	Notification	72
11.10.	Hazardous Materials	72
11.11.	No Signs	72
12.	TRENCHES.....	72
12.1.	Trenches Greater Than Five Feet	72
12.2.	Excavation Safety	72
12.3.	No Tort Liability of District.....	72
12.4.	No Excavation Without Permits.....	72
12.5.	Discovery of Hazardous Waste, Unusual Conditions and /or Unforeseen Conditions	72
13.	INSURANCE AND BONDS	73
13.1.	Contractor's Insurance.....	73
13.2.	Contract Security - Bonds	73
14.	WARRANTY/GUARANTEE/INDEMNITY	74
14.1.	Warranty/Guarantee.....	74
14.2.	Indemnity	74
15.	TIME	75
15.1.	Computation of Time / Adverse Weather	75
15.2.	Hours of Work	75
15.3.	Progress and Project Completion.....	76
15.4.	Schedule	76
15.5.	Expeditious Completion.....	76
16.	EXTENSIONS OF TIME – LIQUIDATED DAMAGES	76
16.1.	Contractor's Notice of Delay.....	76
16.2.	Excusable and Compensable Delay(s)	79
16.3.	Excusable and Non-Compensable Delay(s)	Error! Bookmark not defined.
16.4.	Unexcused Delay(s) – Liquidated Damages.....	80
16.5.	Float or Slack in the Schedule	80
17.	CHANGES IN THE WORK.....	80
17.1.	No Changes Without Authorization	80
17.2.	Architect Authority.....	81
17.3.	Change Orders.....	82
17.4.	Unilateral Change Orders	82
17.5.	Force Account Directives	82
17.6.	Price Request.....	83
17.7.	Proposed Change Order.....	84
17.8.	Format for Proposed Change Order	85
17.9.	Change Order Certification	89
17.10.	Determination of Change Order Cost	90

17.11.	Deductive Change Orders.....	90
17.12.	Discounts, Rebates, and Refunds	91
17.13.	Accounting Records	91
17.14.	Notice Required	91
17.15.	Applicability to Subcontractors	91
17.16.	Alteration to Change Order Language	91
17.17.	Failure of Contractor to Execute Change Order	91
18.	REQUESTS FOR INFORMATION	91
19.	PAYMENTS.....	92
19.1.	Guaranteed Project Cost.....	92
19.2.	Applications for Tenant Improvement Payments	92
19.3.	District's Approval of Application for Tenant Improvement Payment.....	95
19.4.	Subcontractor Payments	99
20.	COMPLETION OF THE WORK.....	99
20.1.	Completion.....	99
20.2.	Closeout Procedures.....	99
20.3.	Final Inspection	100
20.4.	Costs of Multiple Inspections.....	101
20.5.	Beneficial Occupancy or Use Prior to Project Completion	101
21.	FINAL PAYMENT AND RETENTION	102
21.1.	Final Payment.....	102
21.2.	Prerequisites for Final Tenant Improvement Payment	102
21.3.	Retention	103
21.4.	Claims Asserted After Final Tenant Improvement Payment.....	103
22.	UNCOVERING WORK, CORRECTION OF WORK AND RIGHT TO TAKEOVER WORK	104
22.1.	Uncovering Work.....	104
22.2.	Rejection of Work.....	104
22.3.	Nonconforming Work	104
22.4.	Correction of Work	104
22.5.	District's Right to Takeover Work	105
23.	TERMINATION AND SUSPENSION AND SCOPE REDUCTION	105
23.1.	Emergency Termination of Public Contracts Act of 1949.....	106
23.2.	Suspension of Work.....	106
23.3.	Scope Reduction.....	106
24.	CLAIMS RESOLUTION	107
24.1.	Exclusive Remedy.	107
24.2.	Performance during Claim Resolution Process.....	107
24.3.	Waiver	107
24.4.	Intention.	107
24.5.	Other Provisions.	107
24.6.	Claim Presentation	108
24.7.	Subcontractors.	108
24.8.	Documentation of Resolution.....	112
24.9.	Claim Resolution Process – Non-Applicability.....	112
25.	LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS	113
25.1.	Compliance Monitoring and Enforcement by the DIR.....	113
25.2.	Wage Rates, Travel and Subsistence.....	113
25.3.	Hours of Work	115
25.4.	Payroll Records.....	115
25.5.	Apprentices	117
25.6.	Non-Discrimination	118

25.7.	Labor First Aid	118
25.8.	Skilled and Trained Workforce Requirement	118
26.	MISCELLANEOUS.....	120
26.1.	Assignment of Antitrust Actions	120
26.2.	Excise Taxes.....	121
26.3.	Taxes	121
26.4.	Shipments	121

[TABLE OF CONTENTS NEEDS TO BE UPDATED WHEN DOCUMENT IS FINALIZED]

This Exhibit D constitutes the “General Construction Provisions” (sometimes called the “General Conditions”) that govern the overall construction and Project Completion by Contractor.

1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, and (2) at the Project Site(s).

1.1.2. Allowance(s): Amount(s) that are within the GPC that, if used at all consistent with the requirements of the Contract Documents, will be to pay for the cost or construction of a scope of work identified in **Exhibit C** at the time the Allowance(s) is utilized. The Allowance(s) for the Project are in **Exhibit C**.

1.1.3. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.4. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.5. As-Built Drawings: A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed.

1.1.6. Beneficial Occupancy: Occupancy of the Project by the District for its intended purpose and which produces relatively little interference with the Contractor in completing construction. **There is no “Substantial Completion” for this Project.**

1.1.7. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Guaranteed Project Cost or Contract Time as described in the “Changes in the Work” section of this **Exhibit D**. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

1.1.8. Completion (or “Project Completion”): Where the Work to construct the Project is 100% complete, including all punch list items. Final DSA approval of the Project is not required for Project Completion. **There is no “Substantial Completion” for this Project.**

1.1.9. Construction Manager (or “Project Manager”): The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.10. Construction Schedule: The progress schedule of construction of the Project prepared and

provided by Contractor and approved by District, consistent with the requirements of the Contract Documents. The updated Construction Schedule submitted monthly by Contractor as required in this **Exhibit D** may be referred to as the “**Monthly Progress Schedule**”.

1.1.11. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.11.1. Site Lease
- 1.1.11.2. Facilities Lease, with all of its Exhibits
- 1.1.11.3. These General Construction Provisions
- 1.1.11.4. Noncollusion Declaration
- 1.1.11.5. Certifications to be Completed by Contractor
- 1.1.11.6. Disabled Veterans Business Enterprise Participation Certification
- 1.1.11.7. Criminal Background Investigation/Fingerprinting Certification
- 1.1.11.8. Performance Bond
- 1.1.11.9. Payment Bond (Contractor’s Labor & Material Bond)
- 1.1.11.10. All Division 1 Documents, which shall only supplement these General Construction Provisions, but shall not control if their provisions contradict these Construction Provisions
- 1.1.11.11. All Plans, Technical Specifications, and Drawings
- 1.1.11.12. Any and all addenda to any of the above documents
- 1.1.11.13. Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.12. Contract Time: The time period stated in **Exhibit F** for Project Completion.

1.1.13. Contractor: The licensed person, entity, or entities identified in the Facilities Lease as contracting to perform the Work to be done under this Contract.

1.1.14. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.15. Day(s): Unless otherwise designated, day(s) means calendar day(s). “**Business Days**” shall mean days except Saturday, Sunday, a day that is federally-recognized holiday, or a day that is a California-recognized holiday

1.1.16. Defective or Nonconforming Work: Defective or nonconforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) not conforming with applicable codes or regulations; or (e) damage to Work occurring prior to Completion.

1.1.17. District: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

- 1.1.17.1. Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.17.2. Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.18. Drawings (or “Plans”): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.19. DSA: Division of the State Architect.

1.1.20. Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work and Contractor is directed in writing by the District to perform on a time and materials basis.

1.1.21. Force Majeure (or “Force Majeure Event”):

1.1.21.1. The terms “Force Majeure” or “Force Majeure Event” mean one (1) or more of the following events that prevents the District’s or the Contractor’s performance and is beyond the reasonable contemplation of the Parties at the time the District awarded the Contract: fires; floods; lightning; explosion; windstorms; tornadoes; earthquakes; other natural catastrophes which neither Party can prevent; acts of nature or public enemy (including acts of terrorism); war (declared or undeclared); riot or similar civil disturbance; blockade; insurrections; revolution; epidemics; pandemics; viral outbreaks; quarantine restrictions; strikes; lockouts and other labor disputes; fuel shortages; or freight embargoes. Force Majeure Events may include the actions or omissions of third parties not under control of the Contractor or the District. Notwithstanding the preceding, Force Majeure Events will not include (a) strikes or lockouts involving the Contractor or Contractor’s employees, (b) strikes or lockouts involving the Contractor’s Subcontractors or Subcontractors’ employees unless Contractor has taken all diligent efforts to avoid or minimize the strikes or lockouts, (c) poor air quality, regardless of the cause.

1.1.21.2. Notwithstanding the foregoing, Contractor agrees that the Contract Price and Contract Time is based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with any Infectious Disease (as defined below). Therefore, any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, will not be considered a Force Majeure Event.

1.1.22. Guaranteed Project Cost (or “GPC” or “Guaranteed Maximum Price” or “GMP”): The total monies payable to the Contractor under the terms and conditions of the Contract Documents. The Guaranteed Project cost is in **Exhibit C** and may only be adjusted consistent with the requirements of the Contract Documents. The “**Contract Price**” shall refer to the Guaranteed Project Cost as defined herein.

1.1.23. Liquidated Damages: The amount set forth in the Facilities Lease that District may assess against Contractor for each day of delay past the date for Project Completion, consistent with the terms of these Contract Documents.

1.1.24. Plans and Specifications: The final DSA approved “Plans” and “Specifications” as each are defined in this **Exhibit D**, and as further described in **Exhibit J**.

1.1.25. Premises: The portion of the Project Site, as defined in the Site Lease and Facilities Lease, on

which the Project is located. For example, if the Project is only being performed on a portion of a school, the Site is only the area where the Project is located (the Project Site), and the Premises is the entire school site.

1.1.26. Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.27. Product Data: 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.

1.1.28. Project: The construction of the public works identified in the Facilities Lease and further described in the Contract Documents, including, without limitation, the Plans and Specifications in **Exhibit J**.

1.1.29. Project Inspector (or “**Inspector**” or “**IOR**”): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project. If no Project Inspector is used on the Project, then all references in the Contract Documents to Project Inspector shall be read to refer to the District.

1.1.30. Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Program Manager herein shall be read to refer to District.

1.1.31. Provide: Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.

1.1.32. Request for Information (or “**RFI**”): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.33. Request for Substitution: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.34. Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“**CalOSHA**”) or by the United States Occupational Safety and Health Administration (“**OSHA**”).

1.1.35. Safety Plan: Contractor’s safety plan specifically adapted for the Project. Contractor’s Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Construction Provisions.

1.1.36. Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.37. Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other

data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.38. Site: The Project Site(s) as identified in **Exhibit A** and further depicted in the Drawings.

1.1.39. Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.40. Standard of Care. Contractor shall perform all of its Services, including all due diligence tasks, constructability reviews, value engineering recommendations and Preliminary Services, pursuant to the standard of care of a contractor performing similar tasks for California school districts, which shall not include any design, architectural, or engineering responsibility for the Project.

1.1.41. Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.42. Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.43. Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.44. Unforeseen Site Conditions: Conditions actually encountered on the Site that were reasonably unforeseeable based on all the information available to Contractor prior to the Parties agreeing to the Guaranteed Project Cost, **and** that are one (1) **or more** of the following:

1.1.44.1. Subsurface or latent physical conditions at the Site differing materially from those indicated in any information provided to the Contractor by the District and/or Architect, including the Plans and Specifications; or

1.1.44.2. Unknown physical conditions at the Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents; or

1.1.44.3. Unknown Hazardous Materials on the Site.

1.1.45. Unilateral Change Order: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. **A Unilateral Change Order is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve).**

1.1.46. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for Project Completion.

1.2. Meaning of General Terms

The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;"

“acceptable;” “proper;” “required;” “necessary” and “equal” shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District. The terms “shall”, “will”, or “must” are mandatory, and “may” is permissive.

1.3. Laws Concerning The Contract

Contract is subject to all provisions of the Constitution and laws of California governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.4. No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.5. No Assignment

Except as specifically permitted in the Facilities Lease, Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District’s prior written consent shall be null and void. Any assignment of money due or to be come due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.6. Notice And Service Thereof

Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall be served as indicated in the Facilities Lease.

1.7. No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.8. Substitutions for Specified Items

Contractor shall not substitute any items identified in the Contract Documents without complying with the procedures indicated in the Contract Documents and without prior written approval of the District.

1.9. Materials and Work

1.9.1. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.

1.9.2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

1.9.3. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.

1.9.4. For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended, including incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.9.5. Contractor shall, after award of Contract by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from District, present documentary evidence showing that orders have been placed. Failure of Contractor to comply with this provision shall not be a basis for an extension to the Contract Time.

1.9.6. District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Facilities Lease, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.9.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Project Completion to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.9.8. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.9.9. Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and Title is transferred to the District pursuant to the Facilities Lease. No part of any materials and/or

equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

1.9.10. Storage of Items Off-Site. The District may request that Contractor procure and store off-site certain equipment, supplies, and or materials. In addition, the Contractor may request that it be permitted to procure and store off-site certain equipment, supplies, and or materials. In either case, and before the District issues payment for those item(s), the Contractor shall comply with the insurance and/or bond requirements herein related to the storage of off-site items that the District has paid for and that the Contractor remains in possession of.

2. ARCHITECT

2.1. The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

2.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

2.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

2.4. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

3. CONSTRUCTION MANAGER

3.1. If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

3.2. The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

3.3. If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

4. INSPECTOR, INSPECTIONS, AND TESTS

4.1. Project Inspector

4.1.1. One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

4.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

4.1.3. If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA. If the off-site inspections are more frequent than are reasonable for the type of off-site inspection, those inspections shall be at the expense of the Contractor.

4.1.4. Limitations on Project Inspector Authority. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the Project Inspector, and the Contractor shall be liable to the District for the consequences of all Work performed on such basis.

4.1.5. In addition to the requirements in the Contract Documents related to cooperation with and authority of the DSA Project Inspector(s) for the Project, Contractor must comply with the requirements of the most recent versions of DSA document PR 13-01. Below are provisions of this document from PR 13-01 (rev 08/21/17).

4.1.5.1. The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.

4.1.5.2. If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.

4.1.5.3. Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.

4.1.5.4. Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.

4.1.5.5. Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by

submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.

4.1.5.6. Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.

4.1.5.7. Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

4.1.5.8. Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C).

4.2. Tests and Inspections

4.2.1. Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

4.2.2. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least seventy-two (72) hours prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Construction Manager not less than seventy-two (72) hours prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

4.2.3. The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

4.2.4. The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, that must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested. These notifications shall be submitted in all instances via hard copy and, if requested by the Project Inspector(s), also electronically via an internet-based notification/reporting system.

4.2.5. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

4.2.6. The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Guaranteed Project Cost.

4.3. Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours, over a period of more than eight (8) hours per day by any single person, on weekends/holidays or requests the Inspector to perform inspections off Site, then the costs of any inspections required outside regular working hours, over a period of more than eight (8) hours per day by any single person, on weekends/holidays or off Site, shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Tenant Improvement Payment.

5. CONTRACTOR

Contractor shall construct the Work for the Contract Price including any adjustment(s) to the Guaranteed Project Cost pursuant to provisions herein regarding changes to the Guaranteed Project Cost. Except as otherwise indicated herein, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and Project Completion..

5.1. Status of Contractor

5.1.1. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

5.1.2. As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, located at 9821 Business Park Drive, Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, CA 95826, and with a website at <http://www.cslb.ca.gov>.

5.2. Contractor's Supervision

5.2.1. During progress of the Work, Contractor shall keep on the Premises, and at all other appropriate locations where any Work related to the Contract is being performed, minimum staffing as indicated in **Exhibit K** to the Facilities Lease. These persons shall each comply with the following:

5.2.1.1. Each shall be an employee of the Contractor, to whom the District does not object.

5.2.1.2. Each shall speak fluently English, written and verbal, and the predominant language of the Contractor's employees.

5.2.2. Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify District in writing or if such project manager or construction superintendent are no longer employed by Contractor. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

5.2.3. Contractor shall give efficient supervision to the Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s).

5.2.4. The Contractor's project manager shall devote sufficient time to the Project on site, and in the Contractor's home office to pre-plan activities to meet the Construction Schedule and fulfill all Contract obligations. This includes making timely submittals, issuing and disseminating necessary RFI's, promptly processing and distributing bulletins, change orders and payments, keeping required logs current etc. If any of these activities fall behind contract requirements or dates necessary to complete the Project on time, the Contractor must provide a full time project manager on site dedicated solely to the Project, until the deficiencies are corrected.

5.2.5. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the District at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

5.2.6. Contractor shall not be relieved from performing work related to omissions from the plans, drawings or specifications, or misdescriptions of details of work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed. Contractor shall perform this work as if fully and correctly set forth and described in the plans, drawings and specifications.

5.2.7. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

5.3. Duty to Provide Fit Workers / Required Personnel

5.3.1. Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site(s).

5.3.2. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. The District may require Contractor to permanently remove noncomplying persons from Project Site.

5.3.3. Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

5.3.4. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

5.3.5. If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall determine if Contractor's intended change is permissible while performing this Contract.

5.3.6. All persons working for Contractor and Subcontractor(s) shall refrain from using profane or vulgar language, or any other language that is inappropriate on the job site.

5.3.7. The Contractor shall employ a full-time superintendent and necessary assistants who shall have complete authority to represent and act on behalf on the Contractor on all matters pertaining to the Work. The superintendent shall be competent and have a minimum of five (5) years' experience in construction supervision on projects of similar scale and complexity. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

5.3.8. The Contractor shall employ a competent estimator and necessary assistants, or contract for sufficient services of an estimating consultant and to process proposed change orders. The estimator shall have a minimum of five (5) years' experience in estimating. The estimator shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The Contractor shall submit PCO's requested by the District within fourteen (14) Days.

5.3.9. The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler shall have a minimum of five (5) years' experience in scheduling. The scheduler shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable.

5.3.10. Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

5.3.11. If Contractor or any Subcontractor on the Project site fails to comply with any provision of paragraph 6.4, the District may have the offending person(s) immediately removed from the site, and such person(s) shall be replaced within three (3) days, at no additional expense to the District. Contractor, on behalf of it and its subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control

the means and methods of its performance and duties under this Contract.

5.4. Prohibition on Harassment

5.4.1. In addition to the non-discrimination requirements in the Contract Documents, the Contractor and all Subcontractors must comply with these provisions prohibiting harassment at the Site.

5.4.2. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

5.4.3. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim.

5.4.4. Contractor shall not permit any person, whether employed by Contractor or a Subcontractor or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any person performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor on any Subcontractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. The indemnity provisions of the Contract Documents apply to any assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this provision; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

5.5. Conferences and Meetings.

5.5.1. In addition to the conference and meeting requirements in the Specifications, Contractor's supervisory personnel for the Work and the Contractor's management personnel shall attend all required meetings as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for

the attendance by Subcontractors and Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

5.5.2. Preconstruction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a preconstruction conference at such time and place as designated by the District. The preconstruction conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the preconstruction conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractors, Project Inspector, and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes; (d) employment practices, including Certified Payroll preparation and submission and prevailing wage rate responsibilities of the Contractor and Subcontractors; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) implementation of BIM, if applicable; (h) communication procedures, including the handling of Requests for Information; (i) emergency and safety procedures; (j) Site visitor policies; (k) conduct of Contractor/Subcontractor personnel at the Site; and (l) Completion, Punchlist and closeout procedures.

5.5.3. Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend progress meetings. Progress Meetings will be chaired by the District or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely Completion, if any. The purposes of the progress meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress schedule and submittals. Contractor shall prepare and submit at each progress meeting a three (3) week look-ahead schedule identifying all planned activities for the next three (3) weeks and any deviations from activities in the current Construction Schedule.

5.5.4. Special Meetings. As deemed necessary or appropriate by the District, special meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

5.5.5. Minutes of Meetings. following conclusion of the preconstruction conference, progress meetings and special meetings, the Architect or the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled progress meeting.

5.6. Purchase of Materials and Equipment

5.6.1. The 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.. All materials and equipment shall be stored on-Site and secured by Contractor unless otherwise approved in writing by the District.

5.6.2. Off-Site Storage of Materials and Equipment Only Upon District's Written Consent. If Contractor intends to store materials and/or equipment off-site after the District has paid for those materials and/or equipment, Contractor must first obtain the District's express, written consent. If Contractor receives District's consent to store materials and/or equipment off site ("**Stored Materials**"), Contractor shall comply with all of the following:

5.6.2.1. **Property of Others Insurance.** Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the District that shall protect Contractor and District from all claims for Stored Materials that are lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid as a joint-check to the Contractor and District. If approved in advance by District, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."

5.6.2.2. **Payment for Stored Materials.** District shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the District and provided that Contractor submits an itemized list of all Stored Materials with Contractor's Application for Payment. Contractor's itemized list of all Stored Materials shall be supported by all of the following:

5.6.2.2.1. Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and

5.6.2.2.2. Verified invoices for the Stored Materials;

5.6.2.2.3. Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the District. These documents shall include certificates and endorsements stating the coverage and that the District is a loss payee or obligee, as appropriate; and

5.6.2.2.4. An express, signed document from Contractor indicating that the District may, at any time and at its sole discretion, have unhindered and unqualified access to all Stored Materials and to remove the Stored Materials.

5.7. Documents on Work

5.7.1. Contractor shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda Change Orders, Unilateral Change Orders, Construction Change Documents, and current titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the California Building Standards Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, title 24, part 1, California Code of Regulations, § 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

5.7.2. Daily Job Reports.

5.7.2.1. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 5.7.2.1.1. A detailed description of all Work performed by the Contractor and Subcontractor(s) on that day.
- 5.7.2.1.2. A summary of all other pertinent events and/or occurrences on that day.
- 5.7.2.1.3. The weather conditions on that day.
- 5.7.2.1.4. A list of all Subcontractor(s) working on that day,
- 5.7.2.1.5. A list of each Contractor employee working on that day and the total hours worked for each employee.
- 5.7.2.1.6. A complete list of all major equipment on Site that day, whether in use or not.
- 5.7.2.1.7. All complete list of all materials, supplies, and equipment delivered on that day.
- 5.7.2.1.8. A complete list of all inspections and tests performed on that day.

5.7.2.2. On or before 8:00 A.M. each day, Contractor shall provide a copy of the previous day's Daily Job Report to the District or the District's Construction Manager.

5.8. Preservation of Records

The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to estimating, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any documents held in escrow by the District. The Contractor shall make available at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

5.9. Integration of Work

5.9.1. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

5.9.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

5.9.3. Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

5.10. Obtaining Licenses

Except for DSA fees or charges, Contractor shall secure and pay for all of its required licenses, and certificates necessary for prosecution of Work before the date of the commencement of the Work or before the licenses, and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses and certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits and certificates shall be delivered to District before demand is made for final payment.

5.11. Work to Comply With Applicable Laws and Regulations and Standard of Care

5.11.1. Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

- 5.11.1.1. National Electrical Safety Code, U. S. Department of Commerce
- 5.11.1.2. National Board of Fire Underwriters' Regulations
- 5.11.1.3. California Building Standards Code, latest addition, and the California Code of Regulations, Title 24, including amendments
- 5.11.1.4. Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- 5.11.1.5. Industrial Accident Commission's Safety Orders, State of California
- 5.11.1.6. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
- 5.11.1.7. Americans with Disabilities Act
- 5.11.1.8. Education Code of the State of California
- 5.11.1.9. Government Code of the State of California
- 5.11.1.10. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- 5.11.1.11. Public Contract Code of the State of California
- 5.11.1.12. California Art Preservation Act
- 5.11.1.13. U. S. Copyright Act
- 5.11.1.14. U. S. Visual Artists Rights Act

5.11.2. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 et seq.)

5.11.3. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

5.11.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

5.11.5. Contractor's performance of Work shall comply with the Standard of Care. The District's

acceptance of any submittals, deliverables, construction Work, or other work product of Contractor will not be construed as assent that Contractor has complied, nor in any way relieve Contractor of, compliance with (i) the applicable standard of care, (ii) applicable statutes, regulations, rules, guidelines, and requirements, or and/or (iii) the Contract Documents.

5.12. Safety/Protection of Persons and Property

5.12.1. Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

5.12.2. The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

5.12.3. Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

5.12.4. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

5.12.5. The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

5.12.6. 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, Project Completion and final acceptance by District. Contractor shall not be responsible for damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

5.12.7. Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project 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. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, 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.

5.12.8. Hazards Control. Contractor shall store volatile wastes in covered metal containers and remove them from the Site regularly, which shall be daily when appropriate for the type of hazardous wastes to be removed. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

5.12.9. Contractor shall designate a responsible member of its organization on the Project, 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.

5.12.10. 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,

Contractor shall correct such violation promptly.

5.12.11. Storm Water Permits. Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

5.12.11.1. Contractor shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP").

5.12.11.2. As the District's QSP, Contractor shall be responsible for storm water and non-storm water visual observations, sampling, and analysis per the District's SWPPP.

5.12.11.3. Contractor shall strictly follow the requirements to implement all the provisions of the SWPPP including, without limitation, preparation of monitoring and recording reports and providing those to the District.

5.12.11.4. Contractor's indemnity obligations as indicated in the Facilities Lease are applicable to any damages, penalties, fees, charges, or related expenses assessed or charged to the District by any water boards or agencies with jurisdiction related to compliance with the Storm Water Permits.

5.12.12. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

5.12.13. All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. The District reserves the right to designate certain items of value that shall be turned over to the District.

5.12.14. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

5.12.15. 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, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

5.12.16. The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxing, or other construction as needed. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, materials, equipment, furnishings, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

5.12.17. 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 of the Contractor.

5.12.18. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of the District, Construction Manager or

Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site(s).

5.12.19. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

5.12.20. In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

5.12.21. Infectious Disease Compliance Provisions

5.12.21.1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

5.12.21.2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

5.12.21.3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the

Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5.12.21.4. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

5.12.21.5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense, but may be included in the Contract Price.

5.12.22. Photos, Videos and Use of Drones.

5.12.22.1. Contractor may photograph or video the progress of the Work and shall provide all of those photos and videos to the District at the District's request. Contractor may utilize drones or similar aerial equipment to photograph, video or monitor the progress of the Work and for security purposes, but Contractor must comply with all legal requirements of the Federal government, the State of California, and the County and City in which the Project is located, applicable to the use of drones or similar aerial equipment. In addition, Contractor shall ensure that no photographs, videos or digital recordings of any kind are taken of District students or staff.

5.12.22.2. If Contractor utilizes drones or any other unmanned aircraft during construction operations, Contractor must either ensure its insurance coverage includes unmanned aircraft operations or procure and maintain a separate aircraft liability policy to cover unmanned aircraft operations.

5.13. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any Inspector and custodial charges necessitated by the Contractor's evening and/or weekend work.

5.14. Demolition

5.14.1. If any of the Work requires the demolition of existing structures, Contractor must perform all Work reasonably required for removal or demolition, whether or not structures are fully detailed in the Drawings and Specifications.

5.14.2. The demolition component of the Work may include the removal of existing materials and components which, depending on the age and design of the structures existing at the Site may contain Hazardous Materials, the full extent of which may not yet be determined. The District has provided Contractor for its reference Site information. Contractor shall plan for and execute the demolition, redesign, and reconstruction of the Work taking into account any uncertainty with respect to Hazardous Materials.

5.15. Noise and Dust Control

5.15.1. In addition to the noise control, dust control and related requirements in the Specifications, Contractor shall control the noise and dust at the Site as indicated here.

5.15.2. Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise at the Site shall be limited as required by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the school at the Site, at the District's request, the Contractor shall schedule the performance of that Work around normal school hours or make other arrangements so that the Work does not cause disruption or disturbance. In no event shall those arrangements result in adjustment of the Contract Price or the Contract Time.

5.15.3. Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Those protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all that Work around normal school hours and make other arrangements so that the Work does not cause disruption or disturbance. In no event shall those arrangements result in adjustment of the Contract Price or the Contract Time.

5.15.4. Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, Project Inspector, or Construction Manager shall notify the Contractor in writing and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from that notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with those actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct those amounts from the Contract Price then or thereafter due the Contractor.

5.16. Archaeological Finds / Human Remains

5.16.1. If Contractor discovers any archeological artifacts during excavation and/or construction, Contractor will immediately stop all affected Work and notify the District immediately, who will:

5.16.1.1. Call in a qualified archaeologist to assess the discovery and suggest further mitigation, as necessary.

5.16.1.2. Be responsible for contacting the county coroner and a qualified archaeologist.

5.16.2. If any remains are determined to be Native American, the District will contact the appropriate tribal representative.

5.17. Cleaning Up

5.17.1. The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until Project Completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. Upon Project Completion, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

5.17.2. Contractor at all times shall keep Site free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

5.17.3. If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

5.17.4. Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Guaranteed Project Cost, or District may withhold those amounts from payment(s) to Contractor.

6. SUBCONTRACTORS

6.1. Contractor shall provide the District with information for all of Contractor's Subcontracts and Subcontractors.

6.2. No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

6.3. Bidding for Subcontractor Work

6.3.1. CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.

6.3.2. Contractor agrees and acknowledges that the Subcontractor Procurement Process is integral to the Parties negotiating in good faith to agree upon a GMP. If Contractor fails to comply with any of its obligations to procure Subcontractors in the Contract Documents, it will be considered a material breach and Default of the Facilities Lease, and the District shall have the right to terminate the Facilities Lease.

6.3.3. After Contractor solicits Subcontractors, Contractor shall prepare the Guaranteed Project Cost as

set forth in **Exhibit C** and **Exhibit H**.

6.4. Contractor agrees to bind every Subcontractor by terms of Contract as far as those terms are applicable to Subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

6.5. District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

6.6. Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws. Prevailing wage rates are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics_and_databases.html.

6.7. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

6.8. Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

6.9. Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Construction Provisions.

7. OTHER CONTRACTS/CONTRACTORS

7.1. District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with other portions of the Project or other construction or operations at or about the Site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

7.2. In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Site.

7.3. If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work.

7.4. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the

Contract Documents.

7.5. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

7.6. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

8. DRAWINGS AND SPECIFICATIONS

8.1. A complete list of all Drawings for the Project is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

8.2. Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

8.3. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations and for which the Contractor knew or reasonably should have known did not comply with those laws, ordinances, rules, and regulations.

8.4. Trade Name or Trade Term.

8.4.1. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

8.4.2. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

8.4.3. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

8.5. Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract

Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

9. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Contract Documents including, without limitation Submittals. No submittal, unless approved in writing by the District as acceptable and complete, shall be a Contract Document. All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment or for any other purpose identified in the Contract Documents.

9.1. Construction Schedule

The Contractor shall prepare a detailed Construction Schedule that complies with the construction schedule attached to the Facilities Lease as **Exhibit F** and in compliance with the provisions of the "**Construction Schedule – Network Analysis**" provisions indicated in **Exhibit I** and shall provide all schedules and construction progress documentation as required in the Contract Documents. The initial, detailed Construction Schedule shall either be attached to the Facilities Lease in **Exhibit F**, or be submitted to the District for written approval as indicated in the Contract Documents. If the initial detailed Construction Schedule is submitted to the District for written approval, the District approved detailed Construction Schedule shall be the Construction Schedule for the Project.

9.1.1. All items on the Schedule of Values must have a specific completion date on the Construction Schedule, or District has approved the Construction Schedule and the Construction Schedule is fully cost-loaded and resource-loaded, unless waived by the District in writing, and detailed as required by the Contract Documents.

9.1.2. Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

9.1.3. The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

9.2. Schedule of Values

The Contractor has provided and the District has approved a Schedule of Values as **Exhibit G** ("Schedule(s) of Values") for all of the Work, which is comprised of quantities and prices of items aggregating the Guaranteed Project Cost and subdivided into component parts. The Schedule of Values includes, at a minimum, the following information and the following structure:

9.2.1. The District expects the Schedule of Values to follow the most current breakdown of scope and categories found in the most recent Construction Specifications Institute ("CSI") MasterFormat documentation. At a minimum, the Contractor must include at least the following categories:

- 9.2.1.1. Overhead and profit;
- 9.2.1.2. Supervision;
- 9.2.1.3. General conditions;

- 9.2.1.4. Layout;
- 9.2.1.5. Mobilization;
- 9.2.1.6. Submittals;
- 9.2.1.7. Bonds and insurance;
- 9.2.1.8. Closeout documentation;
- 9.2.1.9. Demolition;
- 9.2.1.10. Installation;
- 9.2.1.11. Rough-in;
- 9.2.1.12. Finishes;
- 9.2.1.13. Testing;
- 9.2.1.14. Punch list and acceptance.

9.2.2. Divided by each of the following areas:

- 9.2.2.1. Site work;
- 9.2.2.2. By each building and phase;
- 9.2.2.3. By each floor.
- 9.2.2.4. By division of work.

9.2.3. The Schedule of Values shall not provide for values any greater than the following percentages of the Guaranteed Project Cost:

- 9.2.3.1. Mobilization and layout combined to equal not more than 1%;
- 9.2.3.2. Submittals, samples and shop drawings combined to equal not more than 2%;
- 9.2.3.3. Bonds and insurance combined to equal not more than 3%.
- 9.2.3.4. Punchlist and acceptance value combined to equal not less than 1%.
- 9.2.3.5. No item on the Schedule of Value (except noted above) to equal more than 3%.

9.2.4. Closeout Documentation shall have a value in the schedule of values of not less than 5%. The value for Closeout Documentation shall be in addition to and shall not be a part of the Lease Payments.

9.2.5. The preliminary Schedule of Values shall either be attached to the Facilities Lease in **Exhibit G**, or be submitted to the District for written approval as indicated in the Contract Documents. If the preliminary Schedule of Values is submitted to the District for written approval, the District approved Preliminary Schedule of Values shall become the Schedule of Values. The Schedule of Values shall not be modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District. The Schedule of Values shall only be modified by an executed Change Order.

9.2.6. The District shall have the right at any time to revise the Schedule of Values if, in the District's sole opinion, the Schedule of Values does not accurately reflect the value of the Work performed.

9.3. Safety Plan.

Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements and shall be submitted to the District for information purposes only:

- 9.3.1.** All applicable requirements of CalOSHA and/or of OSHA.
- 9.3.2.** All provisions regarding Project safety, including all applicable provisions in these General Construction Provisions.

9.3.3. Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

9.4. Complete Subcontractor List.

The name, address, telephone number, facsimile number, email address, California State Contractors License number, Department of Industrial Relations registration number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for Project Completion, plus all information required in the Contract Documents. This includes the subcontractor bid and fully executed Contract.

9.5. Monthly Progress Schedule(s)

9.5.1. Contractor must provide monthly to District an updated Monthly Progress Schedule. The first Monthly Progress Schedule shall be based on, and update, the approved detailed Construction Schedule. Thereafter, the Monthly Progress Schedule shall update the last Monthly Progress Schedule. A Monthly Progress Schedule must show all Work completed and to be completed by Contractor. The Monthly Progress Schedule must be sent to the District, in a format acceptable to the District, and contain a written narrative of the progress of Work for that month and any changes, delays, or events that may affect the Work. The process for the District's approval of the Monthly Progress Schedule is the same as the process for approval of the Construction Schedule.

9.5.2. Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

9.6. Safety Data Sheets (SDS) (formerly known as Material Safety Data Sheets, or MSDSs)

Contractor is required to ensure Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substance brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Safety Data Sheets shall also be submitted directly to the District.

9.7. Logistics Plan

Contractor shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the District prior to the Contractor mobilizing on the Site and shall be updated and revised upon the District's request.

9.8. Contractor Responsibility for Deviations

The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the District's and Architect's review of submittals unless the Contractor has specifically informed the District in writing of such deviation at the time of submission of the submittal and the District has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in submittals by the District's and Architect's review or comments thereon.

10. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

10.1. Site Investigation

Contractor has made a careful investigation of the Site and is familiar with the requirements of the Contract and has accepted the known existing conditions of the Site.

10.2. Geotechnical Investigation Report

10.2.1. When a geotechnical report is available, Contractor must review all geotechnical data provided and determine whether additional data or services are necessary to complete the Work. Such services include, without limitation, test borings, test pits, soil bearing values, percolation tests, water pollution and other environmental tests, ground corrosion and resistivity tests, and other necessary operations determining subsoil, air, and water conditions with reports and appropriate professional interpretations and recommendations thereof. Any information obtained from the geotechnical report made available by District is approximate only, is not guaranteed, does not form a part of the Contract, and Contractor may not rely thereon.

10.2.2. If additional services or investigations are deemed necessary by Contractor, Contractor must submit a request in writing to the District fully detailing the need for additional services. If the District approves the request, Contractor must coordinate directly with the District for performance of the requested services.

10.3. Soils Investigation Report & Site Due Diligence

10.3.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that 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, does not form a part of this Contract. Contractor may reasonably rely thereon, however the District makes no warranty regarding the completeness or accuracy of any such report or other information regarding subsurface conditions. Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.

10.3.2. If Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or Unforeseen Site Conditions, Contractor shall give notice to the District immediately before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions.

10.3.2.1. The District will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will equitably adjust the Contract Sum or Contract Time, or both.

10.3.2.2. If the District determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the District will notify Contractor in writing, stating the reasons.

10.3.2.3. If after receiving the response, Contractor still intends to pursue a Claim, it shall provide written notice within ten (10) days after it has received the decision.

10.3.2.4. Conditions will not be qualified as concealed or unknown if they were readily visible or reasonably observable.

10.3.3. Contractor's Diligence. Contractor's agreement to the Contract Price confirms that it has made a careful examination of the Contract Documents, that it has a complete understanding of the nature, extent, and location of Work to be performed and that it expressly represents that it has fully completed the following:

10.3.3.1. Contractor has visited the Project Site(s), and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto;

10.3.3.2. Contractor has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Guaranteed Project Cost, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Construction Provisions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Contractor for such purposes;

10.3.3.3. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

10.3.3.4. Contractor has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Contractor;

10.3.3.5. Contractor has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Contractor believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

10.3.3.6. Contractor is charged with all information and knowledge that a reasonable contractor would ascertain from having performed this required work, investigation, research, and analysis. The Guaranteed Project Cost includes entire cost of all work "incidental" to completion of the Work.

10.3.3.7. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.

10.3.3.7.1. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification. Contractor shall rely on the results of its own independent investigation. Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions. Subject to Public

Contract Code section 7104, Contractor shall be responsible for all repairs of any utilities underground damaged by Contractor.

10.3.3.7.2. As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for preparing a proposal or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

10.3.4. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data (if attached), and the document entitled Existing Conditions (if attached), for identification of:

10.3.4.1. **Subsurface Conditions:** Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site(s) that have been utilized by Architect in preparing the Contract Documents; and

10.3.4.2. **Physical Conditions:** Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site(s) that has been utilized by Architect in preparing the Contract Documents.

10.3.4.3. These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

10.3.5. Failure to Investigate. Any failure by Contractor and Subcontractors to acquaint themselves with information that is provided, information that could reasonably be obtained, or conditions which could be identified with reasonable investigation, will not relieve Contractor from responsibility to properly estimate the difficulty or cost to perform the Work.

10.4. No Warranty

10.4.1. There is no guarantee or warranty, either expressed or implied that the Site conditions indicated in the information provided by the District are comprehensively representative of those existing throughout the Site, or that Unforeseen Site Conditions or developments may not occur. Making such information available to Contractor will not be construed to be a waiver of this provision.

10.5. Contract Adjustments

10.5.1. Contractor agrees that no claim against the District will be made by Contractor for damages, and hereby waives any rights to damages, if during the progress of Work, Contractor encounters subsurface conditions at Site materially differing from those shown on Drawings or indicated in Specifications, unless that claim is as indicated in the provisions of these General Conditions regarding trenches and/or existing utility lines.

10.5.2. As it relates to all other differing Site conditions, Contractor agrees that no claim against the District will be made by Contractor for damages and hereby waives any right to damages if, during progress of the Work, Contractor encounters differing Site conditions, unless Contractor establishes by satisfactory evidence that the conditions were reasonably unforeseeable based on all the information available to Contractor or that could have been reasonably ascertained by Contractor prior to the Parties establishing the GPC.

10.6. Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

10.7. Layout and Field Engineering

10.7.1. All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer and/or licensed surveyor (as appropriate) approved in writing by District and Architect.

10.7.2. 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 conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

10.7.3. Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

10.8. Utilities & Sanitary Facilities

Utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Guaranteed Project Cost. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Guaranteed Project Cost. Also refer to other utility requirements as indicated in the Specifications. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at the Site. Also refer to other Sanitary facility requirements as indicated in the Specifications.

10.9. Surveys

Contractor shall provide surveys done by a qualified, California-registered civil engineer and/or licensed surveyor (as appropriate) to determine locations of construction, grading, and site work as required to perform the Work.

10.10. Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

10.11. Existing Utility Lines

10.11.1. Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in Project Completion caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

10.11.2. Locations of existing utilities provided by District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

10.11.3. No provision herein shall be construed to preclude assessment against Contractor for any other delays in Project Completion. Nothing in this Section shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunk utility lines, whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, trenches on or adjacent to the Site of the construction.

10.11.4. If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately, but in no case longer than two (2) Business Days, notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

10.11.5. Notwithstanding the foregoing, Contractor must provide at least fourteen (14) Business Days' written notice to the District and receive the District Approval before interrupting any utility service at the Project, and all emergency power, etc., must be in place prior to disruption of service.

10.11.6. Should, during construction, Contractor disturb, damage, or disconnect any existing utilities or services identified by the District consistent with Government Code section 4215, Contractor is responsible, at no additional cost or time, to the District, for all expenses and consequential damages of every type arising from such disturbance or the replacement or repair thereof and must repair such items as required to maintain continuing service, including emergency repairs.

10.12. Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

10.13. Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, certifications related to hazardous materials in the document entitled Certifications to be Completed by Contractor.

10.14. No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

11. TRENCHES

11.1. Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Guaranteed Project Cost exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

11.2. Excavation Safety

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, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

11.3. No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

11.4. No Excavation Without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

11.5. Discovery of Hazardous Waste, Unusual Conditions and /or Unforeseen Site Conditions

11.5.1. Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall immediately, but in no case longer than two (2) Business Days, and before the following conditions are disturbed, notify the District, in writing, of any:

11.5.1.1. Material that the 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.

11.5.1.2. Subsurface or latent physical conditions at the Site differing from those indicated.

11.5.1.3. 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.

11.5.2. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, 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 under the procedures described herein.

11.5.3. In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, 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 by the Contract or by law that pertain to the resolution of disputes and protests, which include the requirement that Contractor complies with the notice and PCO provisions of the Contract Documents. Contractor's failure to submit a proposed change order pursuant to the terms of the Contract Documents shall be deemed a waiver of Contractor's right to an adjustment of the GPC of Contract Time.

12. INSURANCE AND BONDS

12.1. Contractor's Insurance

The Contractor shall comply with the insurance requirements as indicated in the Facilities Lease.

12.2. Contract Security - Bonds

12.2.1. Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

12.2.1.1. **Performance Bond:** A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

12.2.1.2. **Payment Bond:** A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

12.2.2. Cost of bonds shall be included in the Guaranteed Project Cost.

12.2.3. All bonds related to this Project shall be on the forms provided in the Contract Documents and

shall comply with all requirements of the Contract Documents.

13. WARRANTY/GUARANTEE/INDEMNITY

13.1. Warranty/Guarantee

13.1.1. The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work. All manufacturer, material, and fixture warranties shall commence at Project Completion. Contractor shall ensure that all warranties are maintained for the benefit of the District, regardless of who the manufacturer is, who the installing Subcontractor was, if any, etc. While the District will fully expect the Contractor to manage all warranty work through all applicable warranty periods, the District must have that same ability if the Contractor fails to perform its warranty obligations as required in this **Exhibit D**.

13.1.2. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the Project against all defects for a period of **ONE (1) year** after the later of the following dates:

13.1.2.1. Project Completion,

13.1.2.2. The final commissioning date for all systems, equipment and components that are within the Project, if any.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1) year** period from date of Project Completion as defined above without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

13.1.3. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

13.1.4. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

13.1.5. Nothing herein shall limit any other rights or remedies available to District.

13.2. Indemnity

Contractor shall indemnify the District as indicated in the Facilities Lease.

14. TIME

14.1. Notice to Proceed

The District may issue a Notice to Proceed to commence construction Work, or will otherwise instruct the Contractor to begin performing the Work of the Project.

14.2. Computation of Time / Adverse Weather

14.2.1. The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

14.2.1.1. The weather conditions constitute Adverse Weather, as defined herein;

14.2.1.2. Contractor can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

14.2.1.3. The Contractor's crew is dismissed as a result of the Adverse Weather; and

14.2.1.4. The number of days of delay for the month exceeds the following parameters, or twenty nine (29) days annually. The District and Contractor may negotiate a different minimum number of days or a cumulative number of days for the duration of the Project, which shall be as indicated in **Exhibit K** to the Facilities Lease:

January	<u>7</u>	July	<u>0</u>
February	<u>7</u>	August	<u>0</u>
March	<u>4</u>	September	<u>0</u>
April	<u>3</u>	October	<u>2</u>
May	<u>1</u>	November	<u>2</u>
June	<u>1</u>	December	<u>2</u>

14.2.2. A day-for-day extension will only be allowed for those days in excess of those indicated herein.

14.2.3. The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

14.3. Hours of Work

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies (e.g., the city within which the Project is located). Contractor shall confirm with the governmental agencies what the permitted work hours are for the jurisdiction in which the Project is located. Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the performance of the Work in accordance with the Construction Schedule. In no event will the District be responsible for the costs of Work performed outside of regular working hours, including, without limitation, overtime or weekend Work, unless expressly agreed to by the District in writing and approved in a Change Order.

14.4. Progress and Project Completion

14.4.1. Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Facilities Lease, the Contractor confirms that the Contract Time is a reasonable period for Project Completion.

14.4.2. No Commencement Without Insurance

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

14.4.3. Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule to obtain Project Completion within the Contract Time.

14.5. Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in these General Construction Provisions.

14.6. Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

15. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

15.1. Contractor's Notice of Delay

15.1.1. In addition to the requirements indicated in this subsection, Contractor shall submit any request for an adjustment of the Contract Price or the Contract Time through the Change Order provisions in this **Exhibit D**.

15.1.2. Contractor shall, within **FIVE (5)** Days of any delay impacting the critical path in completing the Work, notify District in writing of the causes of the delay including documentation and facts explaining the delay.

15.1.3. Any request by Contractor for an adjustment of the Contract Price or the Contract Time for a delay shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work.

15.2. Types of Delay. There are three (3) types of delay as indicated and defined below:

15.2.1. Excusable Delay(s). A delay that entitles Contractor to an adjustment of the Contract Time but **NOT** an adjustment of the Contract Price.

15.2.2. Excusable and Compensable Delay(s). A delay that entitles Contractor to an adjustment of the Contract Price and an adjustment to the Contract Time, and excuses Contractor from an assessment of Liquidated Damages for the specific delay period approved by the District for the Excusable and Compensable Delay.

15.2.3. Unexcused Delay(s). A delay that does not entitle Contractor to an adjustment of the Contract Price and/or to an adjustment of the Contract Time, and for which the District may impose Liquidated Damages. An Unexcused Delay will be any delay caused by any delay other than a Excusable Delay and Excusable and Compensable Delay.

15.3. Documentation in Support of Delay. Any claim for delay must include the following information as support, without limitation:

15.3.1. Duration. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

15.3.2. Schedule Analysis. A detailed schedule analysis articulating the cause of any delay and explaining the delay's impact to critical path and each activity of the Project. This analysis may be in the form of a time impact analysis. The time impact analysis shall provide all documentation and justification necessary to substantiate the requested extension. All supporting documentation shall be based on the then current Monthly Progress Schedule.

15.3.3. Logical Ties / Fragnets. Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.) Include a "fragnet" analysis for the portion of the schedule and the activities the Contractor contends are impacted by the delay and a detailed time impact analysis in compliance with the provisions of the "**Construction Schedule – Network Analysis**" provisions indicated in **Exhibit I**.

15.3.4. Updated Construction Schedule. A recovery or updated Construction Schedule must be submitted.

15.4. District's Review and Determination of Delay

15.4.1. District shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in the District's judgment, the findings of fact justify an extension.

15.4.2. Following submission of a notice of delay, the District may determine whether Contractor is entitled to an extension of the Contract Time, and, if applicable, an increase in the Contract Price arising from any properly noticed and substantiated delay. In making that determination, District will consider the following, based on the evidence submitted by Contractor and any investigations performed by District:

15.4.2.1. Whether the delay is an Excusable, Excusable and Compensable Delay, or Unexcused Delay;

15.4.2.2. How long the delay continues;

15.4.2.3. To what extent the prosecution and Completion of the Work might be delayed thereby; and

15.4.2.4. Compensation, if any, due to Contractor.

15.4.3. Contract Time extensions shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected, in the sole discretion of the District.

15.4.4. An extension of time may only be granted if Contractor has timely submitted the updated Construction Schedule as required herein.

15.4.5. Contractor's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of its right to assert a claim for a delay.

15.5. Excusable Delay(s)

15.5.1. A delay is an Excusable Delay only if **all** the following conditions are met:

15.5.1.1. Could have not been avoided by the Contractor exercising care, prudence, foresight, and diligence; and

15.5.1.2. Actually extended the most current Project Completion date.

15.5.2. The Contractor may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the Contractor shall not be entitled to additional compensation for an Excusable Delay.

15.5.3. Excusable Delays are limited to interruptions that satisfy the above requirements and that are Force Majeure Events and/or Adverse Weather.

15.5.4. If an Infectious Disease impacts the progress of the Work and Contractor demonstrates that the event satisfies the conditions of the Contract Documents for an adjustment to the Contract Time, it will be considered a Force Majeure Event.

15.5.5. Computation of Time / Adverse Weather

15.5.5.1. The Contractor will only be allowed a time extension as an Excusable Delay for Adverse Weather conditions if requested by Contractor within **FIVE (5)** Days of the Adverse Weather event, and only if **all** of the following conditions are met in addition to those for an Excusable Delay above:

15.5.5.1.1. The weather conditions constitute Adverse Weather, as defined herein and further specified in **Exhibit K**;

15.5.5.1.2. Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.5.5.1.3. The Contractor's crew is dismissed as a result of the Adverse Weather; and

15.5.5.1.4. The number of days of delay for the month exceed those indicated in the **Exhibit K**.

15.5.5.2. A day-for-day extension will only be allowed for those days in excess of those indicated in the **Exhibit K** and only if the tasks of Work on the day affected by the Adverse Weather were tasks required to be performed on that day to maintain the critical path of the Construction Schedule.

15.5.5.3. The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.5.6. Contractor is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, cities, counties and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Contractor shall include in its proposal, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Contractor is not entitled to make a claim for damages or delays or an Excusable Delay arising from the review of Contractor's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies.

15.5.7. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the approved Construction Schedule or the most recent updated approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay.

15.6. Excusable and Compensable Delay(s)

15.6.1. A delay is an Excusable and Compensable Delay only if all of the following conditions are met:

15.6.1.1. The District is responsible for the delay;

15.6.1.2. The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;

15.6.1.3. The delay was not within the contemplation of District and Contractor;

15.6.1.4. Contractor complies with the Change Order procedures, and if necessary, the Claims procedures of the Contract Documents;

15.6.1.5. The delay could not have been avoided or mitigated by the Contractor's care, prudence, foresight, and diligence;

15.6.1.6. The delay extends the most current Contract Completion date; and

15.6.1.7. The delay is not concurrent with a Contractor-caused delay or other type of Excusable Delay.

15.6.2. In accordance with California Public Contract Code section 7102, if the Contractor's progress is delayed by the events described in the preceding subsection, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom. In that event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or construction equipment directly resulting from that delay, and shall exclude special, indirect or consequential damages. In no event shall Contractor seek costs or damages for delays, interruptions, hindrances or disruptions to the Work for on-Site or off-Site costs or damages based upon formulas, e.g. Eichleay or other formula. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, the "Changes in the Work" section and the percentages in the "Format for Proposed Change" section of these General Construction Provisions.

15.6.3. Delays from Force Majeure Events may **NOT** constitute an Excusable and Compensable Delay, but may only constitute an Excusable Delay.

15.7. Unexcused Delay(s) – Liquidated Damages

15.7.1. Unexcused Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in the "Excusable Delay(s)" or the "Excusable and Compensable Delay(s)" sections above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcused Delays.

15.7.2. Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall forfeit and pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Contract Documents for each day of delay in Completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

15.7.3. Contractor shall not forfeit or pay liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

15.8. Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, however it shall be used as necessary to accommodate delays in the progress of the Work which may occur during the course of construction, as determined by the District. Contractor shall not be entitled to an extension of time for any claimed delays to the extent that such delays may be covered by the float.

16. CHANGES IN THE WORK

16.1. No Changes Without Authorization

16.1.1. There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order authorized by the District 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 the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order. 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.

16.1.2. Verbal Order of Change in the Work. Any verbal order, direction, instruction, interpretation, or determination from the District, the Project Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the District written notice within three (3) Business Days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within three (3) Business Days of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of that verbal order, direction, instruction, interpretation or determination shall constitute a waiver of its right to make that claim. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the verbal order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any verbal order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

16.1.3. Contractor shall perform immediately all work that has been authorized by a fully executed Change Order, Unilateral Change Order, or Force Account Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work and Contractor's failure or refusal to proceed with that Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

16.1.4. Should any Change Order result in an increase in the Guaranteed Project Cost, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District, Contractor waives any claim of additional compensation or time for that additional work.

16.1.5. Contractor understands, acknowledges, and agrees that the reason for District authorization 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 a change in Work becomes unnecessary.

16.1.6. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent all threatened loss or injury. Any compensation or time claimed by Contractor on account of emergency work shall be determined as indicated herein as a PCO.

16.2. Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Guaranteed Project Cost, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Unilateral Change Order, or by Architect's response(s) to RFI(s).

16.3. Change Orders

16.3.1. Definition of Change Order. A Change Order is a written instrument prepared and issued by the District and signed by the District (as authorized by the District's governing board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following. If a Change Order is required to be approved by DSA, the District may call it a "*Construction Change Document*":

16.3.1.1. A description of a change in the Work;

16.3.1.2. The amount of the adjustment in the Guaranteed Project Cost, if any; and

16.3.1.3. The extent of the adjustment in the Contract Time, if any.

16.3.2. All Adjustments in Change Order. If the District approves a Change, the District or the Architect shall provide a written Change Order to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of that Change. All Change Orders shall be full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any demand or request for an adjustment to the Contract Time or the Contract Price relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing. After the Change Order has been prepared and forwarded to the Contractor for execution, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof.

16.4. Unilateral Change Orders

16.4.1. A Unilateral Change Order is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District, directing a change in the Work. The District may as provided by law, by Unilateral Change Order and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board (SAB), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction (OPSC). Any dispute as to the sum of the Unilateral Change Order or timing of payment shall be resolved pursuant to the Payment and Claims provisions herein. **A Unilateral Change Order is NOT a "*Construction Change Document*" (which is defined above as a Change Order that DSA must approve).**

16.4.2. The District may issue a Unilateral Change Order in the absence of agreement on the terms of a Change Order.

16.5. Force Account Directives

16.5.1. When work, for which a definite price has not been agreed upon in advance, is to be paid for on a time-and-material basis, all direct costs necessarily incurred and paid by the Contractor for labor,

material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

16.5.2. District will issue a Force Account Directive (which may also be called a “Construction Directive”) to proceed with the Work on a force account (time-and-material) basis, and a not-to-exceed budget will be established by District.

16.5.3. All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

16.5.4. Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

16.5.5. Contractor shall notify District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the Force Account Directive work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. Contractor will not be compensated for force account work in the event that Contractor fails to timely notify the District regarding the commencement of Force Account Directive work, or to the extent exceeding the Force Account Directive budget.

16.5.6. Contractor shall diligently proceed with the work, and on a daily basis, submit a daily time-and-material report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the time-and-material work only. The names of the individuals performing the force account work shall be included on the daily time-and-material reports. The type and model of equipment shall be identified and listed. District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to Contractor for its records. District will not sign, nor will Contractor receive compensation for work District cannot verify. Contractor will provide a weekly Force Account Directive summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

16.5.7. In the event Contractor and District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor’s signed daily time-and-material reports shall be discontinued and all previously signed reports shall be invalid.

16.6. Price Request

16.6.1. Definition of Price Request. A Price Request (“PR”) is a written request prepared by the District requesting the Contractor to submit to the District an estimate of the effect of a proposed change in the Work on the Guaranteed Project Cost and the Contract Time.

16.6.2. Scope of Price Request. A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

16.6.3. Do not consider Price Requests to be instructions either to stop work in progress or to execute

the proposed change.

16.6.4. Within the time specified in Price Request after receipt of Price Request, submit a quotation estimating cost adjustments to the Contract Price and the Contract Time necessary to execute the change.

16.6.4.1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

16.6.4.2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

16.6.4.3. Include costs of labor and supervision directly attributable to the change.

16.6.4.4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

16.7. Proposed Change Order

16.7.1. Definition of Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

16.7.2. Changes in Guaranteed Project Cost. A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Guaranteed Project Cost.

16.7.3. Changes in Time. A PCO shall also include any changes in time required to complete the Project. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationships. Use available total float before requesting an extension of the Contract Time. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay. If the Contractor is requesting additional time and believes that time is both Excusable and Compensable, then the Contractor must provide detailed documentation that supports its position and that addresses all the components of the "Excusable and Compensable Delay(s)" section above.

16.7.4. Unknown and/or Unforeseen Conditions. If Contractor submits a PCO requesting an increase in Guaranteed Project Cost and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered Unforeseen Site Conditions on the Project, then Contractor shall base the PCO on provable information that demonstrates that the Unforeseen Site Conditions were actually or reasonably constitute Unforeseen Site Conditions and were unknown and/or unforeseen to Contractor. If not, the District shall deny the PCO and the Contractor shall complete the Project without any increase in Guaranteed Project Cost and/or Contract Time based on that PCO.

16.7.5. Time to Submit PCO. Contractor shall submit its PCO within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the basis for the PCO. Accordingly,

Contractor acknowledges that its failure, for any reason, to give written notice (with Supporting Documentation to permit the District's review and evaluation) within this time frame shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of the circumstances giving rise to the PCO.

16.7.6. COVID-19 and other Infectious Disease(s).

16.7.6.1. Contractor agrees that the Contract Price and the Contract Time are based on the Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with Infectious Disease(s) (as defined herein) including COVID-19, and/or any similar virus or derivative strain at the time of Contract award. Therefore, any cost or delay associated with Infectious Disease(s), or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

16.7.6.1.1. It occurred after the date of the award of the Contract to Contractor;

16.7.6.1.2. It materially increases the Contract Price or the Contract Time; and

16.7.6.1.3. Contractor notifies the District within 10 days of notice of any a new derivative, strain, or new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new derivative, strain, or new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required for a PCO.

16.7.6.2. If, during the construction of the Project, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with Infectious Disease(s), and/or any similar virus or derivative strain, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the Parties agree to reduce the Contract Price and the Contract Time due to the removal of the required efforts. If the Parties cannot mutually agree on the appropriate reduction, the District may issue a Unilateral Change Order for an amount of time and money it determines to be both reasonable and appropriate. The Parties agree that any dispute related to this provision will be resolved pursuant to the Claims Resolution Process herein.

16.8. Format for Proposed Change Order

The following format(s) on the following two (2) pages shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation

FORMAT FOR PROPOSED CHANGE FOR SUBCONTRACTOR PERFORMED WORK

	<u>SUBCONTRACTOR PERFORMED WORK</u>	<i>ADD</i>	<i>DEDUCT</i>
(A)	<u>Labor Charge</u> 1. Hours. Attach total itemized hours, by each Subcontractor at each tier. 2. Rate. This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable local labor category.		
(B)	<u>Labor Burden & Worker's Compensation Charge</u> 1. This shall be no more than twenty percent (20%) of item (A), the Labor Charge. 2. This shall be the total cumulative charge permitted for all Subcontractors or all labor performed by the Subcontractor or Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).		
(C)	<u>Subtotal (A+B)</u>		
(D)	<u>Material Charge</u> Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s)		
(E)	<u>Equipment Charge</u> Attach invoice(s) from supplier(s).		
(F)	<u>Subtotal (C+D+E)</u>		
(G)	<u>Subcontractor's Overhead and Profit Charge</u> 1. This shall be no more than eight percent (8%) of item (F). 2. This shall be the total cumulative mark-up permitted for the Subcontractor and Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).		
(H)	<u>Subtotal (F+G)</u>		
(I)	<u>General Contractor's "Mark-Up" and "Fee/Overhead & Profit"</u> At or below those amounts indicated in the Contractor's response to the RFQ and/or RFP for this Project.		
(J)	<u>General Contractor's Bond Cost</u> At or below the amount indicated in the Contractor's response to the RFQ and/or RFP for this Project.		
(K)	<u>General Contractor's Insurance Cost</u> At or below the amount indicated in the Contractor's response to the RFQ and/or RFP for this Project.		
(L)	<u>TOTAL (H+I+J+K)</u>		
(M)	<u>Time</u>	_____ Days	

FORMAT FOR PROPOSED CHANGE FOR CONTRACTOR PERFORMED WORK

	<u>GENERAL CONTRACTOR PERFORMED WORK</u>	<i>ADD</i>	<i>DEDUCT</i>
(A)	<u>Labor Charge</u> 1. Hours. Attach total itemized hours. 2. Rate. This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable local labor category.		
(B)	<u>Labor Burden & Worker's Compensation Charge</u> 1. This shall be no more than twenty percent (20%) of item (A), the Labor Charge. 2. This shall be the total cumulative charge permitted for all labor performed by Contractor.		
(C)	<u>Subtotal (A+B)</u>		
(D)	<u>Material Charge</u> Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	<u>Equipment Charge</u> Attach invoice(s) from supplier(s).		
(F)	<u>Subtotal (C+D+E)</u>		
(G)	<u>General Contractor's "Mark-Up" and "Fee/Overhead & Profit"</u> At or below those amounts indicated in the Contractor's response to the RFQ and/or RFP for this Project.		
(H)	<u>General Contractor's Bond Cost</u> At or below the amount indicated in the Contractor's response to the RFQ and/or RFP for this Project.		
(I)	<u>General Contractor's Insurance Cost</u> At or below the amount indicated in the Contractor's response to the RFQ and/or RFP for this Project.		
(J)	<u>TOTAL (F+G+H+I)</u>		
(K)	<u>Time</u>	_____ Days	

16.8.1. All Proposed Change Order requests by Contractor for a change shall include a complete itemized breakdown with the following detail:

16.8.1.1. **Labor.** Labor breakdown by trade classification, wage rates, and estimated hours. Labor costs shall only include fringe benefits indicated by governing trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

16.8.1.1.1. The Contractor's or Subcontractors' labor burden and Workers' Compensation premium shall only be charged as indicated herein. In no event shall Contractor include any other charges than as indicated herein without the prior written approval of the District.

16.8.1.2. **Material.** Material quantities, and types of products, and transportation costs, if applicable.

16.8.1.3. Equipment. Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.

16.8.1.3.1. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

16.8.1.3.2. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the Proposed Change Order.

16.8.1.3.2.1. To calculate the costs of idle equipment, the Contractor must use the applicable idle equipment rate. For example, and clarification purposes only, if the rate for "X" piece of equipment is \$100 and the applicable delay factor is .20 for that piece of equipment, then the hourly rate for idle equipment shall be \$20 (\$100 x .20), which shall be applied against the number of hours idle. In no event shall Contractor charge an amount greater than 50% of the applicable equipment rate for idle equipment.

16.8.1.3.2.2. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour.

16.8.1.3.2.3. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays.

16.8.1.3.2.4. The rental time shall not include the time required to move the equipment to and from the Site. No mobilization or demobilization will be allowed for equipment already on site. If equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the event or circumstance giving rise to the Proposed Change Order.

16.8.1.3.3. Individual pieces of equipment having a replacement value of one thousand dollars (\$1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

16.8.1.3.4. Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

16.8.1.3.5. Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.

16.8.1.4. Mark-Up, Fee / Overhead and Profit. Markup for overhead and profit, which shall be used

to compensate Contractor for all costs for all administration, general conditions, and supervision, including, without limitation:

16.8.1.4.1. All home office overhead, field office overhead, field office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

16.8.1.4.2. All field and field office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, computers, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.

16.8.1.4.3. Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.

16.8.1.4.4. All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.

16.8.1.4.5. All costs for Contractor's bonds and insurance.

16.8.1.4.6. Taxes: Federal excise tax shall not be included. District will issue an exemption on request.

16.8.1.5. Contract Time. Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request. Contract Time shall be extended or reduced by Change Orders, Unilateral Change Orders, or Force Account Directives for a period of time commensurate with the time reasonably necessary to perform a Change. This time must be requested in writing by the Contractor with the Price Request, PCO, or expressly in writing as part of its documentation for Unilateral Change Orders, or Force Account Directives. The Contractor shall justify any Contract Time extension by submittal of a schedule analysis as required in this Changes section of these General Construction Provisions accurately portraying the impact of the change on the critical path of the Construction Schedule. Changes performed within available float shall not justify an extension to the Contract Time. The District shall make the final determination of the amount of Contract Time to allocate to any Change.

16.8.1.6. Supporting Documentation. Contractor shall include with each PCO, along with the itemized breakdown as required herein, reasonable documentation substantiating the requested change in the Contract Price and Contract Time. If the District deems Contractor's supporting documentation incomplete or inadequate to substantiate the requested change to the Contract Price and Contract Time, the District may request that Contractor supplement the PCO with additional, reasonable supporting documentation.

16.9. Change Order Certification

16.9.1. All Change Orders and PCOs shall include the following certification by the Contractor. The

Parties acknowledged that if a Change Order is approved that does not include this language, that Change Order shall be deemed to include this certification language:

The undersigned Contractor approves the foregoing as to the changes, if any, and the Guaranteed Project Cost specified for each item and as to the extension of time allowed, if any, for Project Completion, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums that have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District. It is expressly understood that the value of the extra Work or changes 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.

16.10. Determination of Change Order Cost

16.10.1. The amount of the increase or decrease in the Guaranteed Project Cost from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

16.10.1.1. District acceptance of a PCO;

16.10.1.2. By agreement between District and Contractor.

16.10.1.3. By amounts contained in Contractor's schedule of values, if applicable;

16.10.1.4. By the District, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. Promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this provision, Contractor shall diligently proceed to perform and complete any such Change.

16.10.2. If the District has put in contingency(s) and/or allowance(s) in **Exhibit C** to the Facilities Lease, then approved Change Order(s) may be paid out of those contingency(s) and/or allowance(s), pursuant to **Exhibit C** and if agreed to by the District.

16.11. Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%)

total overhead, profit & general conditions to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) total overhead, profit & general conditions to be deducted with the amount of its deducted work. Any deviation from this provision shall only be permitted with the District's prior written approval.

16.12. Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein. Such discounts and rebates generated as a result of early payments shall only be credited to the District, provided that the District provides Contractor with early payment in order to secure such discounts and rebates.

16.13. Accounting Records

With respect to portions of the Work performed by Change Orders, Unilateral Change Orders, or Force Account Directives, Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

16.14. Notice Required

If the Contractor desires to make a claim for an increase in the Guaranteed Project Cost, or any extension in the Contract Time for Project Completion, it shall notify the District pursuant to the provisions herein. No claim shall be considered unless made in accordance with the provisions herein. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Guaranteed Project Cost or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

16.15. Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders, Unilateral Change Orders, or Force Account Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

16.16. Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

16.17. Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

17. REQUESTS FOR INFORMATION

17.1. Any Request for Information ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The

Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Guaranteed Project Cost, Contract Time, or the Contract Documents.

17.2. The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if Contractor makes multiple Requests for Information that request interpretation(s) or decision(s) of a matter where the information sought is equally available to the Contractor. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

17.3. Requests for Information shall comply with all requirements of the Contract Documents.

17.4. Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.

17.5. Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity. An RFI may be considered untimely if not submitted within **Forty-Eight (48) hours** of receipt from a Contractor's subcontractor. Untimely submission of any RFI will preclude Contractor from asserting any claims for delay or for labor impact against the District.

17.6. If the Contractor fails to timely notify the District and the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the District to address and resolve any conditions, the Contractor shall act with promptness in submitting any written request so as to allow the District a reasonable period of time to review, evaluate and respond to any request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the District.

18. PAYMENTS

18.1. Guaranteed Project Cost

As compensation for Contractor's construction of the Project, the District shall pay Contractor pursuant to the terms of **Exhibit C** to the Facilities Lease.

18.2. Applications for Tenant Improvement Payments

18.2.1. Procedure for Applications for Tenant Improvement Payments

18.2.1.1. Not before the fifth (5th) Day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. The Contractor shall include in the Application for Tenant Improvement Payments an itemized list of equipment and materials that are stored off-site and are in the Contractor's possession. Each Application for Tenant Improvement

Payment shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

18.2.1.1.1. The amount paid to the date of the Application for Tenant Improvement Payment to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

18.2.1.1.2. The amount being requested under the Application for Tenant Improvement Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

18.2.1.1.3. The balance that will be due to each of such entities after said payment is made;

18.2.1.1.4. A certification that the As-Built Drawings and annotated Specifications are current;

18.2.1.1.5. Itemized breakdown of work done for the purpose of requesting partial payment;

18.2.1.1.6. An updated and acceptable construction schedule in conformance with the provisions herein;

18.2.1.1.7. The additions to and subtractions from the Guaranteed Project Cost and Contract Time;

18.2.1.1.8. A total of the cumulative Retention withheld prior to the current Application for Payment, and that to be withheld under the current Application for Payment (5% of the current Application for Payment);

18.2.1.1.9. Verified material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

18.2.1.1.10. The percentage of completion of the Contractor's Work by line item;

18.2.1.1.11. Schedule of Values updated from the preceding Application for Tenant Improvement Payment;

18.2.1.1.12. If Contractor includes in the Application for Tenant Improvement Payments an itemized list of equipment and materials that are stored off-site and are in the Contractor's possession, the Contractor's Application for Tenant Improvement Payment shall be supported by the following:

18.2.1.1.12.1. Itemized breakdown of equipment and materials that are stored off-site and are in the Contractor's possession for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material;

18.2.1.1.12.2. Verified invoices for equipment and materials that are stored off-site and are in the Contractor's possession;

18.2.1.1.12.3. Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy or an Employee Theft Protection Bond. These documents

shall include for the itemized equipment and materials that are stored off-site and are in the Contractor's possession, certificates and endorsements stating the coverage and stating that the District is a loss payee or obligee, as appropriate;

18.2.1.1.13. A duly completed and executed "Conditional Waiver and Release on Progress Payment" compliant with Civil Code section 8132 from each subcontractor of any tier and supplier to be paid from the current Tenant Improvement Payment;

18.2.1.1.14. A duly completed and executed "Unconditional Waiver and Release on Progress Payment" compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the Tenant Improvement Payment from sixty (60) days prior; and

18.2.1.1.15. A certification by the Contractor of the following:

18.2.1.1.15.1.1. The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.

18.2.1.1.16. If requested by the District, a third party, or as required by the California Department of Industrial Relations, all requested or required certified payroll record ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment.

18.2.1.2. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment that, at the time of the Contractor's submittal of an Application for Tenant Improvement Payments, has/have not been incorporated into and made a part of the Work.

18.2.2. Prerequisites for Tenant Improvement Payments

18.2.2.1. First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

18.2.2.1.1. Schedule of unit prices, if applicable;

18.2.2.1.2. Receipt by Architect of all submittals due as of the date of the payment application;

18.2.2.1.3. Copies of authorizations and licenses from governing authorities;

18.2.2.1.4. Initial progress report;

18.2.2.1.5. Surveyor qualifications;

18.2.2.1.6. Written acceptance of District's survey of rough grading, if applicable;

18.2.2.1.7. List of all Subcontractors, with names, license numbers, telephone numbers, and

Scope of Work;

18.2.2.1.8. All bonds and insurance endorsements; and

18.2.2.2. No Waiver of Criteria. Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. The approval of any Application for Progress Payment or the disbursement of any Tenant Improvement Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

18.3. District's Approval of Application for Tenant Improvement Payment

18.3.1. Upon receipt of an Application for Tenant Improvement Payment, The District shall act in accordance with both of the following:

18.3.1.1. Each Application for Tenant Improvement Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Tenant Improvement Payment is a proper Application for Tenant Improvement Payment.

18.3.1.2. Any Application for Tenant Improvement Payment determined not to be a proper Application for Tenant Improvement Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Tenant Improvement Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Tenant Improvement Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

18.3.1.3. An Application for Tenant Improvement Payment shall be considered properly executed if funds are available for each payment request from a Schedule of Value line item in the Application for Tenant Improvement Payment, and payment is not delayed due to an audit inquiry by a financial officer or auditor of the District, the County, or the State.

18.3.1.3.1. An Application for Tenant Improvement Payment shall be considered improperly executed and returned, if payment is requested from a Schedule of Value line item that exceeds the percentage of work performed in that pay period for that scope of work, or that does not have funds available or that have been exhausted for that Schedule of Value line item, or if an Application for Tenant Improvement Payment includes line items not shown in the Schedules of Values of **Exhibit G**.

18.3.2. The District's review of the Contractor's Application for Tenant Improvement Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Tenant Improvement Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

18.3.2.1. Observation of the Work for general conformance with the Contract Documents,

18.3.2.2. Results of subsequent tests and inspections,

18.3.2.3. Minor deviations from the Contract Documents correctable prior to Project Completion, and

18.3.2.4. Specific qualifications expressed by the Architect.

18.3.3. District's approval of the certified Application for Tenant Improvement Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Tenant Improvement Payment.

18.3.4. If Contractor includes in its Application for Tenant Improvement Payments an itemized list of equipment and materials that are stored off-site and are in the Contractor's possession, Contractor shall provide all required supporting documentation.

18.3.5. Payments to Contractor

18.3.5.1. Within thirty (30) days after District approval of the Application for Tenant Improvement Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and other amounts statutorily or contractually necessary to be withheld, including, without limitation, any item listed as "Reasons to Withhold Payment" herein below. Contractor shall continue to perform and shall complete the Project.

18.3.5.2. As the amount of the GPC that remains with the District approaches the total amount of the Lease Payments, the District shall ensure it maintains sufficient funds for the total Lease Payments and all other amounts statutorily or contractually necessary, including, without limitation, any item listed as "Reasons to Withhold Payment" herein below. Contractor shall continue to perform and shall complete the Project.

18.3.5.3. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

18.3.6. No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

18.3.7. Warranty of Title

18.3.7.1. If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

18.3.7.2. If the Contractor fails to furnish to the District within ten (10) Days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

18.3.8. Decisions to Withhold Payment

18.3.8.1. Reasons to Withhold Payment

The District may withhold payment to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment to such extent as may be necessary to protect the District from loss because of, but not limited to:

- 18.3.8.1.1. Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor;
- 18.3.8.1.2. Stop payment notices or other liens served upon the District as a result of the Contract;
- 18.3.8.1.3. Liquidated damages assessed against the Contractor
- 18.3.8.1.4. The cost of Project Completion if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Guaranteed Project Cost or by the Contract Time;
- 18.3.8.1.5. Damage to the District or other contractor(s);
- 18.3.8.1.6. Unsatisfactory prosecution of the Work by the Contractor;
- 18.3.8.1.7. Failure to store and properly secure materials;
- 18.3.8.1.8. Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Submittal Schedule, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;
- 18.3.8.1.9. Failure of the Contractor to submit As-Built Drawings;
- 18.3.8.1.10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- 18.3.8.1.11. Unauthorized deviations from the Contract Documents;
- 18.3.8.1.12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with the milestones within the Construction Schedule, established progress schedules, and/or completion dates;
- 18.3.8.1.13. The failure to provide certified payroll records acceptable to the District for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each

Subcontractor in connection with the Work for the period of the Application for Payment;

18.3.8.1.14. Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., and/or failure to comply with any other Labor Code requirements;

18.3.8.1.15. Failure to properly maintain or clean up the Site;

18.3.8.1.16. Payments to indemnify, defend, or hold harmless the District;

18.3.8.1.17. Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;

18.3.8.1.18. Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;

18.3.8.1.19. Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

18.3.8.1.20. Extra services for Architect.

18.3.8.1.21. Extra services for the Inspector including but not limited to overtime tests and inspection or reinspection required due to Contractor's failed tests or installation of unapproved or defective materials and Contractor's requests for inspection and Contractor's failure to attend the inspection.

18.3.8.1.22. Any other obligation(s) of the District which the District is authorized and/or compelled by law to perform.

18.3.8.2. Reallocation of Withheld Amounts. District may, in its reasonable discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor only after providing fourteen (14) days prior written notice to Contractor, requesting the Contractor provide information in response to same. District shall consider all information provided by Contractor in exercising its discretion to pay any such claim or obligation. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

18.3.8.3. 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 **FORTY-EIGHT (48)** hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Guaranteed Project Cost by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Guaranteed Project Cost (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

18.3.9. Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

18.4. Subcontractor Payments

18.4.1. Payments to Subcontractors

No later than seven (7) days after receipt of each Tenant Improvement Payment, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, 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 its Sub-subcontractors in a similar manner.

18.4.2. 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.

18.4.3. Joint Checks

Provided Contractor is in breach of its payment obligations to its subcontractors and after 14 days written notice, District shall have the right in its sole discretion, 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.

19. COMPLETION OF THE WORK

19.1. Completion

19.1.1. The Project may only be accepted by action of the governing board of the District.

19.1.2. Completion of the Project will be when the Work to construct the Project is 100% complete, including all punch list items. Final DSA approval of the Project is not required for Project Completion.

19.1.3. Acceptance. There is no "*substantial completion*" for this Project. Even so, the District, at its sole option, may accept the Project and record a Notice of Completion when Project Completion has been completed to the satisfaction of the District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) Days after the date of the District's acceptance of the Project, the District shall withhold from the final Tenant Improvement Payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

19.1.3.1. At the end of the thirty (30) Day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Guaranteed Project Cost, and/or District's right to perform the Work of the Contractor.

19.2. Closeout Procedures

19.2.1. In addition to the closeout procedures indicated herein, Contractor shall comply with all the closeout requirements, procedures, and actions as indicated in all Contract Documents.

19.2.2. Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

19.2.3. Closeout Requirements

19.2.3.1. Utility Connections

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.

19.2.3.2. As-Built Drawings

19.2.3.2.1. Contractor shall provide exact "as-built" of the Work upon Project Completion as indicated in the Contract Documents ("As-Built Drawings").

19.2.3.2.2. Contractor is liable and responsible for any and all inaccuracies in As-Built Drawings, even if inaccuracies become evident at a future date.

19.2.3.2.3. Upon Project Completion and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector and the Architect's approval of the corrected prints and provide to the District the As-Built Drawings and information on disk. When completed, Contractor shall deliver corrected drawings and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

19.2.3.3. Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Contract Documents.

19.2.3.4. Closeout Documentation: Contractor shall provide all Closeout Documentation, which shall include the following, without limitation:

- 19.2.3.4.1. A full set of final As-Built Drawings, as further defined herein.
- 19.2.3.4.2. All Operations & Maintenance Manuals and information, as further defined herein.
- 19.2.3.4.3. All Warranties, as further defined herein.
- 19.2.3.4.4. Verified report(s) for all scope(s) of work (most recent revision of DSA 6-C,).

19.3. Final Inspection

19.3.1. Contractor shall comply with Punch List procedures as provided herein and in all the Contract Documents and maintain the presence of its District-approved Contractor's superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this

report shall consist of the Punch List items not yet satisfactorily completed.

19.3.2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District, the Architect and the Project Inspector, who shall again inspect such Work. If the Architect and the Project Inspector find the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

19.3.3. Final Inspection Requirements

19.3.3.1. Before calling for final inspection, Contractor shall determine that the following have been performed:

19.3.3.1.1. The Work has been completed.

19.3.3.1.2. All life safety items are completed and in working order.

19.3.3.1.3. Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

19.3.3.1.4. Electrical circuits scheduled in panels and disconnect switches labeled.

19.3.3.1.5. Painting and special finishes complete.

19.3.3.1.6. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

19.3.3.1.7. Tops and bottoms of doors sealed.

19.3.3.1.8. Floors waxed and polished as specified.

19.3.3.1.9. Broken glass replaced and glass cleaned.

19.3.3.1.10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

19.3.3.1.11. Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

19.3.3.1.12. Finished and decorative work shall have marks, dirt, and superfluous labels removed.

19.3.3.1.13. Final cleanup, as provided herein.

19.4. Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

19.5. Beneficial Occupancy or Use Prior to Project Completion

19.5.1. District's Rights to Beneficial Occupancy or Use

The District may, at its sole discretion, have Beneficial Occupancy or use of any completed or partially completed portion of the Project at any stage. Neither the District's Final Acceptance, the making of Final Payment, nor the Beneficial Occupancy or use of the Project, in whole or in part, by District shall constitute acceptance of the Project not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Project, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims provisions herein, with the added provision that during the dispute process, the District shall have the right to Beneficial Occupancy or use any portion of the Project that it needs or desires to use.

19.5.2. Inspection Prior to Beneficial Occupancy or Use

Immediately prior to partial Beneficial Occupancy or use of the Project, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Project to be used in order to determine and record the condition of the Work.

19.5.3. No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Project shall not in and of itself constitute an acceptance of the Project not complying with the requirements of the Contract Documents.

20. FINAL PAYMENT AND RETENTION

20.1. Final Payment

Upon receipt and approval of a valid and final Application for Tenant Improvement Payment, the Architect may issue a final Certificate of Tenant Improvement Payment. The District shall thereupon jointly inspect the Work and either accept the Project as complete or notify the Architect and the Contractor in writing of reasons why the Project is not complete. Upon acceptance of the Project, the District may record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final Tenant Improvement Payment from the District, pay the amount due Subcontractors. The amount of the final Tenant Improvement Payment shall be equal to the remaining value of the work performed, less the total amount to be paid as Lease Payments pursuant to Exhibit C.

20.2. Prerequisites for Final Tenant Improvement Payment

The following conditions must be fulfilled prior to Final Tenant Improvement Payment:

20.2.1. A full and final waiver or release of all Stop payment notices in connection with the Work shall be submitted by Contractor, including a release of Stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop payment notice rights.

20.2.2. A duly completed and executed “**Conditional Waiver and Release on Final Payment**” compliant with Civil Code section 8136 from each subcontractor of any tier and supplier to be paid from the **current**

Tenant Improvement Payment.

20.2.3. A duly completed and executed “**Unconditional Waiver and Release upon Final Payment**” compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the **previous** Tenant Improvement Payment.

20.2.4. The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

20.2.5. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

20.2.6. Contractor must have completed all requirements set forth under “Closeout Procedures,” Including, without limitation, an approved set of complete As-Built Drawings.

20.2.7. Architect shall have issued its written approval that final payment can be made.

20.2.8. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

20.2.9. The Contractor shall have completed final clean up as provided herein.

20.3. Retention

20.3.1. The retention (5% of the total Contract Price; “**Retention**”), **less** the total Lease Payments and less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid as follows:

20.3.1.1. After approval by the District of the Architect’s Certificate of Payment,

20.3.1.2. After the satisfaction of the conditions set forth herein, and

20.3.1.3. Within sixty (60) Days following Project Completion pursuant to Public Contract Code section 7107.

20.3.1.4. No earlier than thirty-five (35) Days of the recording of the Notice of Completion by District, if a Notice of Completion is recorded by the District.

20.3.2. No interest shall be paid on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents.

20.3.3. District and Contractor acknowledge that the District’s protections, restrictions and requirements outlined in the “retention” provisions of applicable California law (including, without limitation, Public Contract Code sections 7201 and 9203) are satisfied by the amount(s) the District will withhold as Retention under this Contract, including the amounts that the District will pay as Lease Payments under this Contract.

20.4. Claims Asserted After Final Tenant Improvement Payment.

Any lien, stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor pursuant to the indemnification obligations of the Contract Documents. In the event any lien, stop payment notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Tenant Improvement Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop payment notice or other claim, including, without limitation all costs and reasonable attorneys' fees incurred by District in connection therewith.

21. UNCOVERING WORK, CORRECTION OF WORK AND RIGHT TO TAKEOVER WORK

21.1. Uncovering Work

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Guaranteed Project Cost or Contract Time.

21.2. Rejection of Work

Prior to the District's Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work that is defective or not in conformity with the Contract Documents may be rejected by the District, the Architect or the Project Inspector and the Contractor shall correct all rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

21.3. Nonconforming Work

21.3.1. Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other contractors caused thereby.

21.3.2. If Contractor does not remove or reasonably begin and diligently remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed five (5) Days, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

21.4. Correction of Work

21.4.1. Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Project Completion and whether or not

fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

21.4.2. One-Year Warranty Corrections

If, within one (1) year after the date of Project Completion or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Project Completion by the period of time between Project Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

21.5. District's Right to Takeover Work

21.5.1. If the Contractor should neglect to prosecute or reasonably begin and diligently prosecute the Work properly or fail to perform any provisions of this contract, the District, after **five (5) Days** written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

21.5.2. If it is found at any time, before or after Project Completion, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

21.5.2.1. That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

21.5.2.2. That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

21.5.2.3. That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Unilateral Change Order, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) Days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

21.5.3. Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Work that is defective or that is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

22. TERMINATION AND SUSPENSION AND SCOPE REDUCTION

The Parties' rights to terminate the Project are as indicated in the Facilities Lease. In the event of a termination of the Facilities Lease and notwithstanding any other provision in the Contract Documents, the Surety shall remain liable to all obligees under the Payment Bond and to the District under the Performance Bond for any claim related

to the Project.

22.1. Emergency Termination of Public Contracts Act of 1949

22.1.1. In addition to the Parties' right to termination under the Facilities Lease, this Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

22.1.1.1. Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

22.1.1.2. Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

22.1.1.3. Compensation to the Contractor shall be determined on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Guaranteed Project Cost as the reasonable value of the work done or any portion thereof.

22.2. Suspension of Work

22.2.1. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the GPC for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the parties cannot agree on an adjusted GPC, the District may terminate the leases as permitted herein.

22.2.2. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Schedule of Values submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

22.3. Scope Reduction

In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

23. CLAIMS RESOLUTION

23.1. Exclusive Remedy

23.1.1. Compliance with the claim resolution process and timelines described in this Claims Resolution section as well as the notice provisions of the Contract are express conditions precedent to Contractor's right to commence litigation or arbitration, file a claim under the California Government Code, or commence any other legal action related to the Project ("Claims Resolution Process").

23.1.2. Contractor acknowledges that its failure, for any reason, to provide written notice and all required supporting documentation to permit the District's review and evaluation within the time frame required by this Claims Resolution Process, shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the contract Price on account of any instruction, request, drawings, specifications, action, condition, omission, default or other situation.

23.1.3. To the extent any provision(s) of this Claims Resolution Process conflict with or otherwise impair the timeframes and procedures of Public Contract Code section 9204, the provisions of Section 9204 shall control. If provisions of this Claims Resolution Process are supplementary and/or in addition to the requirements of Section 9204, but do not conflict with or otherwise impair the timeframes and procedures of Section 9204, the provisions of this Claims Resolution Process and the Contract shall control.

23.2. Performance during Claim Resolution Process.

The Contractor shall diligently proceed with Work on the Project at the same time that Claims are addressed under the Claims Resolution Process. It is the intent of District to resolve Claims with the Contractor as close to the events giving rise to the Claims as possible, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed in accordance with the District's instructions or the Contract terms will be considered a material breach of the Contract and a waiver of Contractor's rights under this Contract.

23.3. Waiver

If Contractor fails to timely submit any written notices required under the terms of the Contract or in this Claims Resolution section, Contractor waives and releases its rights regarding further review of its Claim, unless Contractor and District mutually agree in writing to other time limits.

23.4. Intention

The Claims Resolution Process required herein is intended to provide a concise mechanism for resolving Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Claims that are not contemporaneously resolved.

23.5. Other Provisions

If portions of the Contract, other than this Claims Resolution Process, establish a specific process regarding a

specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Claims Resolution Process shall control the resolution of all Claims.

23.6. Claim Presentation

23.6.1. Claim. A claim is a written demand by Contractor (or by Contractor on behalf of a Subcontractor) that the Contractor must submit by **registered mail or certified mail return receipt requested** for:

23.6.1.1. An extension to the Contract Time, including relief from damages or penalties assessed by the District for delay;

23.6.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or the Contractor is not otherwise entitled; or

23.6.1.3. Payment that is disputed by the District.

23.6.2. A PCO may be a Claim, but the Parties agree that a PCO shall only be a Claim if:

23.6.2.1. The District states in writing that it disagrees with the terms of a PCO and directs the Contractor to utilize the Claim Resolution Process, or

23.6.2.2. The District rejects in whole or in part a PCO and the Contractor states in writing that it is utilizing the Claim Resolution Process for the portion of the PCO that the District rejected.

23.6.3. Subcontractor Claims

23.6.3.1. Public Contract Code section 9204(d)(5) states that 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.

23.6.3.2. Contractor is responsible for providing this Claims Resolution Process to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of this Claims Resolution Process. No Claim submitted by any party that fails to follow the provisions of this Claims Resolution Process will be considered. Contractor shall indemnify, keep and hold harmless the District and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Claims Resolution Process to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor.

23.6.4. Contractor Must Timely Identify, Present and Document Any Claim

23.6.4.1. Every Claim shall be stated with specificity in writing and signed by Contractor under penalty of perjury and presented to the District within ten (10) Days from the date Contractor discovers or

reasonably should discover, that an act, error or omission of District, its agents or employees, or action, condition or other situation has occurred that may entitle Contractor to make a Claim. This shall include the Contractor's actual or constructive knowledge of any instruction, request, drawings, specifications, action, condition, omission, default or other situation for which the contractor believes there should an adjustment of the Contract Price or Contract Time. Contractor shall provide this writing even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Claim. The writing shall:

23.6.4.1.1. Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Claim;

23.6.4.1.2. Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

23.6.4.1.3. Identify in detail line-item costs if the Claim seeks money.

23.6.4.1.4. If the Claim involves extra work, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) Days of the date the cost reflected in the record is incurred. At the request of District, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

23.6.4.1.5. If the Claim involves an error or omission in the Contract Documents:

23.6.4.1.5.1. An affirmative representation under penalty of perjury by Contractor and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

23.6.4.1.5.2. A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Contractor, its Subcontractors and suppliers, prior to submitting a proposal for the Work.

23.6.4.1.6. **Escalation Costs.** If a Claim involves a request for additional compensation for escalation of materials and/or equipment costs, then this provision exclusively governs those request(s) by Contractor and the following are all conditions precedent to Contractor's submission of a Claim for escalation of materials and/or equipment costs:

23.6.4.1.6.1. Contractor shall not be entitled to submit a request for compensation for escalation of materials unless the actual increase in the cost of the materials exceeds ten percent (10%) of the total material costs on the Project at the time of Contractor's proposal.

23.6.4.1.6.2. The cost escalation is the result of unusual and unforeseeable market conditions not reasonably foreseeable at the time of award of the Contract and was not an escalated cost resulting from any action or inaction of the Contractor.

23.6.4.1.6.3. Contractor timely ordered and/or purchased the materials at issue, based

on (1) Contractor's constructive knowledge of the supply chain for required materials and (2) Contractor's request to utilize the provisions in the Contract Documents, including all "early purchase items" provisions and all provisions related to the District's payment for materials and equipment purchased and stored on Site or offsite.

23.6.4.1.6.4. Contractor's material costs were reasonable at the time of Contractor's proposal for the Project.

23.6.4.1.6.5. Contractor demonstrates through verifiable documentation, an actual increase in the cost of materials in its Contract Price at the time of award of the Contract compared to Contractor's actual material payment cost paid either at time of purchase or delivery, whichever is earlier.

23.6.4.1.6.6. An actual year-to-date price increase has occurred and can be substantiated by the E.N.R. 20-City Average Material Cost Index for the material at issue that demonstrates the claim for an increase in price of the material at the time of delivery of the higher priced material to the Project.

23.6.4.2. The writing shall be accompanied by all documents substantiating Contractor's position regarding the Claim.

23.6.4.3. A Claim that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

23.6.4.4. Contractor agrees that it shall not base its damages, its calculations or its Claim on a "total cost" approach, a "modified total cost" approach or a "jury verdict method" approach.

23.6.5. Certification. Each copy of the Claim Documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents. This certification shall be under penalty of perjury and must include the following language immediately above or before the Contractor's signature: ***"I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit."*** The Contractor acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection therewith. This certification must include a certification of any portion of the Claim from Subcontractor(s) or others who are asserting Claims by and through Subcontractors and/or the Contractor

23.6.6. District's Written Statement/Decision on Claim. The District shall issue a written statement/decision regarding the Claim to the Contractor within forty-five (45) Days of receipt of the written Claim from the Contractor, or three (3) Days after the District's first regular governing board meeting after that 45-day period if the District's governing board does not meet within that first 45-day period. If the District fails to timely provide a written statement/decision regarding the Claim, the Claim shall be deemed rejected in its entirety.

23.6.7. Contractor Must Demand an Informal Meet and Confer Conference if Contractor Pursues Any Claim

23.6.7.1. FAILURE OF A CONTRACTOR TO TIMELY DEMAND A MEET AND CONFER CONFERENCE IS A WAIVER OF ITS RIGHT TO PURSUE ALL OR A PORTION OF ITS CLAIM.

23.6.7.2. Where There Is No Agreement: If there is no agreement between Contractor and the District on a Claim, then within ten (10) Days of the date of the District's written statement/decision in response to a Claim or PCO, if Contractor pursues that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested**, a meet and confer conference with District staff. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below.

23.6.7.3. Where There Is Partial Agreement: If Contractor and the District partially agree on a Claim but do not reach complete agreement, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, if Contractor pursues those issues from that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested**, a meet and confer conference with District staff regarding those issues. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below, in connection with the District's rejection.

23.6.7.4. Meet and Confer Conference. District and Contractor shall schedule the meet and confer conference as soon as reasonably possible after Contractor's written demand for a meet and confer conference, but in no case later than thirty (30) Days after Contractor's demand.

23.6.7.5. District's Written Decision. Within ten (10) Business Days of the meet and confer conference, the District shall issue a written decision. If the District fails to timely provide a written statement/decision after the meet and confer conference, all Claim issues that were part of the meet and confer conference shall be deemed rejected in their entirety.

23.6.7.5.1. If the District's decision completely resolves the Claim, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to.

23.6.7.5.2. If the District rejects the Contractor's Claim in whole or in part or does not issue a timely written response, then the parties shall mediate the remaining issues of the Claim.

23.6.7.5.3. Contractor's costs incurred in seeking relief for Claims are not recoverable from District.

23.6.8. Mediation.

23.6.8.1. At the District's sole discretion, this mediation may be a multiple-party mediation with the Architect, the Construction Manager, the Inspector, and/or other District consultants.

23.6.8.2. The District and Contractor shall mutually agree to a mediator within ten (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.

23.6.9. Contractor's Obligation to File a Government Code Claim. Nothing in this Contract, including this Claims Resolution Process, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with this Claims Resolution Process, the Contractor is required to present claims to the District pursuant to Government Code section 910, et seq. If after the requirements of this Claims Resolution Process are satisfied, and all or a portion of the Claim remains unresolved, and if the Government Code claim is rejected by the District, the Contractor may proceed under the post-mediation provisions of this Claims Resolution Process.

23.6.10. Post Mediation Provisions

23.6.10.1. Claims of \$375,000 or Less: The provisions of Public Contract Code § 20104.4 shall apply. Pursuant to Public Contract Code § 20104.4(a), within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. Pursuant to Public Contract Code § 9204(d)(2)(D), a mediation conducted pursuant to this Claims Resolution Process shall excuse the obligation under Public Contract Code § 20104.4(a) to mediate after litigation has been commenced unless otherwise agreed to by the parties in writing.

23.6.10.2. Litigation of Claims in Excess of \$375,000. If, after a mediation as indicated above, the Parties have not resolved the Claim, either Party may commence an action in a court of competent jurisdiction to contest that decision within ninety (90) Days following the conclusion of that mediation or one (1) year following the accrual of the cause of action, whichever is later. By mutual agreement, the Parties can agree to instead resolve the Claim through arbitration.

23.6.11. The District shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, made to the District by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq.* Any Contractor or Subcontractor who submits a false claim shall be liable to the District for three times the amount of damages that the District sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to the District for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$11,000 for each false claim. In addition, Contractor may be subject to criminal prosecution under California Penal Code §72 and/or civil liability under False Claims Act. If so, the District may be entitled to recover its costs incurred to investigate any False Claim, including but not limited to attorneys' fees and expert fees incurred in connection with that investigation.

23.7. Documentation of Resolution.

If a Claim is resolved, the District shall determine if that resolution shall be documented in a settlement agreement or release or other document, as appropriate.

23.8. Claim Resolution Process – Non-Applicability.

The procedures and provisions in this Claims Resolution section shall **not** apply to:

23.8.1. District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

23.8.2. District's rights and obligations as a public entity, such as, but without limitation, the revocation of prequalified or qualified status, barring a contractor from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Claims Resolution section and the Contract;

23.8.3. Personal injury, wrongful death or property damage claims;

23.8.4. Latent defect or breach of warranty or guarantee to repair;

23.8.5. Stop notices or stop payment notices; or

23.8.6. Any other District rights as set forth herein.

23.9. The District's failure to respond to a Claim from the Contractor within the time periods described herein or to otherwise meet the time requirements of Public Contract Code section 9204 shall automatically result in the Claim being deemed rejected in its entirety, with no admission by the District as to the merits of the Claim.

23.10. If District fails to timely issue payment for any Claim or portion of a Claim as required pursuant to these Claim Resolution Procedures, the Contractor is permitted to assess interest indicated in Public Contract Code section 9204. Notwithstanding this provision, and in accordance with California Public Contract Code §7107, the District is entitled to withhold up to 150% of disputed amounts and the District shall not be liable for payment of interest on such disputed amounts pending final adjudication of such disputes.

24. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS

24.1. Compliance Monitoring and Enforcement by the DIR

24.1.1. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

24.1.2. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all “subcontractors” (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Work. Contractor represents to the District that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.

24.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

24.2. Wage Rates, Travel and Subsistence

24.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, 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 work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and

post a copy of these wage rates at the job site.

24.2.2. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

24.2.3. Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

24.2.4. If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders (or RFP) or the Contract subsequently awarded.

24.2.5. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each Day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it.

24.2.5.1. The amount of the penalty shall not be less than forty dollars (\$40) for each Day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

24.2.5.2. The amount of the penalty shall not be less than eighty dollars (\$80) for each Day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

24.2.5.3. The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each Day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

24.2.5.4. The difference between such prevailing wage rates and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

24.2.6. Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification. Prevailing wage rates are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics_and_databases.html.

24.2.7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer

payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

24.2.8. Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

24.3. Hours of Work

24.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days' work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

24.3.2. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each Day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

24.3.3. Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently one hundred dollars (\$100)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each Day during which such worker is required or permitted to work more than eight (8) hours in any one Day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

24.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

24.4. Payroll Records

24.4.1. Contractor and all Subcontractors must comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Contractor and Subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every thirty (30) days, and within thirty (30) Days of Project Completion. The failure to timely provide the CPRs could result in penalties as determined by Labor Code section 1771.4, applicable laws, and regulations

24.4.2. If requested by the District, Contractor shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate CPR(s), showing the name, address, social security number, work classification, 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 the Contractor and/or each Subcontractor in connection with the Work.

24.4.3. In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. The CPRs from the Contractor and its Subcontractor(s) for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. The District shall not make any payment to Contractor until:

24.4.3.1. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and

24.4.3.2. The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

24.4.4. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

24.4.4.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee's authorized representative on request.

24.4.4.2. CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

24.4.4.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

24.4.5. The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: _____ Signature: _____.

(Section 16401 of Title 8 of the California Code of Regulations)

24.4.6. Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) Days after receipt of a written request.

24.4.7. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an

individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

24.4.8. Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business days, provide a notice of change of location and address.

24.4.9. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from Tenant Improvement Payment and/or Lease Payments then due.

24.4.10. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

24.5. Apprentices

24.5.1. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

24.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

24.5.3. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

24.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is training.

24.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

24.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

24.5.7. If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

24.5.7.1. Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination;

24.5.7.2. Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

24.5.8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

24.5.9. Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

24.5.10. Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code section 108, et seq.

24.6. Non-Discrimination

24.6.1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

24.6.2. Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

24.7. Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation sections 330 et seq. of Title 8 of the California Code of Regulations.

24.8. Skilled and Trained Workforce Requirement

24.8.1. Contractor is familiar with the hiring requirements set forth in Education Code section 17407.5, and as a condition of entering into this Facilities Lease, Contractor understands and agrees that Contractor and its Subcontractors at every tier will use a skilled and trained workforce, as defined in Public Contract Code section 2601(d), to perform all Work on the Project that falls within an apprenticeable occupation in the building and construction trades.

24.8.2. Monthly Workforce Report. The Contractor will provide to the District on a monthly basis while

the Project is being performed, a report demonstrating compliance by Contractor and its Subcontractors at every tier with the skilled workforce requirements described in Public Contract Code section 2602 ("Workforce Report(s)").

24.8.2.1. Content of Workforce Report(s). The Workforce Reports will state the following:

24.8.2.1.1. Each Subcontractor's name and license number, or list the Contractor if the Contractor is self-performing the applicable scope of Work;

24.8.2.1.2. That each worker is either a registered apprentice in an apprenticeship program approved by the State or a skilled journeyman;

24.8.2.1.3. Of the skilled journeymen for each Subcontractor and the Contractor, which are graduates of an approved apprenticeship program. It shall be sufficient for the Contractor to state the number of workers in each applicable category. The Contractor is not required to identify each individual worker who performed work on the Project in the Contractor's monthly report;

24.8.2.1.4. The monthly and cumulative percentages that entity has achieved of those graduates. If a Subcontractor (or the Contractor) is meeting the percentage cumulatively, the District may utilize that information when it determines whether the report is sufficient.

24.8.2.2. Time Frame. Each monthly Workforce Report must include all work performed during the preceding month and must be submitted to the District no later than thirty (30) Days after the end of the preceding month. (i.e., the monthly Workforce Report for activity during March must be submitted no later than April 30.)

24.8.2.3. No Report or Incomplete Report of Contractor.

24.8.2.3.1. If the Contractor fails to provide a Workforce Report or provides a Workforce Report that is incomplete, the District shall withhold further payments from the Contractor until the Contractor provides a complete Workforce Report for that month. The District shall withhold from the Contractor an amount equal to one hundred and fifty percent (150%) of the value of the monthly billing for the relevant Subcontractor(s), which the Contractor shall be entitled to withhold from the Subcontractor(s).

24.8.2.3.2. **Plan.** If the Contractor submits to the District a plan to achieve substantial compliance with Public Contract Code section 2601, et seq, the District shall resume making payments to the Contractor, including all previously withheld payments, unless, within a reasonable time, the District rejects the plan as insufficient. In the event that the District rejects the Contractor's plan as insufficient, the District shall provide an explanation in writing of the basis of for the District's rejection of the Contractor's plan.

24.8.2.4. No Report or Incomplete Report of Subcontractor(s).

24.8.2.4.1. If a monthly report by the Contractor is incomplete due to the failure of a Subcontractor(s) to timely or completely submit the information to the Contractor or District, the District shall only withhold an amount equal to one hundred and fifty percent (150%) of the value of the monthly billing for the non-compliant Subcontractor(s).

24.8.2.4.2. If the Contractor substitutes Subcontractor(s) for failure to provide a complete or

timely report, and the Contractor replaces the Subcontractor(s) with one that provides an enforceable commitment that a skilled and trained workforce as defined in Public Contracts Code 2601, et seq. will be used to complete the Project, the District shall resume making payments to the Contractor.

24.8.2.5. District Reporting Requirements. The District shall forward to the Labor Commissioner a copy of a Contractor's monthly report submitted to the District that fails to comply with Public Contract Code section 2602, et seq. In the event that the Contractor submits a plan to the District to achieve substantial compliance with Public Contract Code 2601 et. seq., the District shall forward a copy of that plan to the Labor Commissioner.

24.8.3. End-of-Project Reconciliation

24.8.3.1. At the end of the Project, if the Contractor cannot demonstrate that it has met the applicable participation level for all work that falls within an apprenticeable occupation as defined in Public Contract Code section 2600, et seq., Contractor may remedy its failure by paying to the appropriate trade apprenticeship fund(s), an amount equal to the number of additional hours required to meet the percentage, multiplied by the "Training" amount for that trade, at the Basic Hourly Rate. The Contractor must provide documentation to the District reasonably sufficient to demonstrate this payment and the trade apprenticeship funds' acceptance of payment(s).

24.8.3.2. If payment(s) to the applicable trade apprenticeship fund(s) are not made or accepted, then the District shall have the right to permanently retain ten percent (10%) of the price for the out of compliance apprenticeable occupation's Work, per month, as reflected in the Project's schedule of values, not to exceed the monthly amounts for first-time violations indicated in Public Contract Code 2603(a). The District shall withhold those funds until the Labor Commissioner makes its determination of violations pursuant to Public Contract Code section 2603. At that time, the District will distribute those funds as directed by the Labor Commissioner or, if the Labor Commissioner determines that no violation was made or the penalty(ies) are less than the amount the District is withholding, the District shall pay the applicable withheld amounts to the Contractor, with no interest or penalty.

24.8.3.3. The Parties agree that these end-of-Project remedies are reasonable and sufficient, subject to a determination made by Department of Industrial Relations or a court of competent jurisdiction that one or both of these remedies is insufficient.

24.8.4. Any payments the District withholds from the Contractor for noncompliance will be reflective only of the trade(s) or Subcontractor(s) out of compliance and will be paid once the subcontractor(s) and/or trade(s) are cumulatively compliant, subject to the End-of-Project Reconciliation process indicated herein above.

25. MISCELLANEOUS

25.1. Assignment of Antitrust Actions

Although this project may not have been formally bid, the following provisions may apply:

25.1.1. Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to

the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 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 purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties.

25.1.2. Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 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 purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

25.1.3. Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

25.1.4. Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

25.1.5. Under this Article, “public purchasing body” is District and “bidder” is Contractor.

25.2. Excise Taxes

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 Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that 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 District. No Federal Excise Tax for such materials shall be included in any Guaranteed Project Cost.

25.3. Taxes

Guaranteed Project Cost is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

25.4. Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Guaranteed Project Cost shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

**EXHIBIT E
TO FACILITIES LEASE**

MEMORANDUM OF COMMENCEMENT DATE

[TO BE ENTERED INTO AFTER CONSTRUCTION IS COMPLETE TO COMMENCE DISTRICT OCCUPANCY OF THE FACILITIES AND TO START THE LEASE TERM.]

This Memorandum Of Commencement Date is dated _____, 20____, and is made by and between **Alten Construction, LLC** ("Contractor"), as Lessor, and the **Alameda Unified School District** ("District"), as Lessee.

1. Contractor and District have previously entered into a Facilities Lease dated as of _____, 20____, (the "Lease") for the leasing by Contractor to District of the Project Site(s) and Project in _____, CA, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Contractor in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term of the leaseback period in the Facilities Lease commenced on _____, 20____, and will expire at 11:59 P.M. on _____, 20____.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Memorandum of Commencement Date, as of the date indicated above, and have directed and authorized their respective officers to execute this Memorandum of Commencement Date:

Alameda Unified School District

Alten Construction, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**EXHIBIT F
TO FACILITIES LEASE**

CONSTRUCTION SCHEDULE

Attached is a detailed Construction Schedule that complies with the requirements of the Construction Provisions (Exhibit D) and that has been approved by the District.

[A complete Construction Schedule must be attached to this Exhibit.]

NOTE: If the Parties first enter into the Agreement for Preliminary Services (Exhibit L) and have not finalized a Construction Schedule for the construction of the Project at that time, the Parties should still complete the dates below based on the then-current anticipated Completion dates. When and if the Parties do agree to a Guaranteed Project Cost and amend the Contract, the Parties shall also amend this Exhibit at that time to include the detailed Construction Schedule prepared by the Contractor and agreed to by the District pursuant to the Contract.]

Preliminary Services. The schedule for the Preliminary Services is as follows:

- Contractor shall commence the Preliminary Services on or before **[Date]**, and
- Contractor shall complete the Preliminary Services on or before **[Date]**.

Construction Schedule. The Construction Schedule is as follows:

- It is hereby understood and agreed that assuming the District issues a Notice to Proceed for the Project on or before **[Date]**, then:
 - District shall have Beneficial Occupancy of the Project on or before **[Date]**, and
 - Project Completion shall be on or before **[Date]**.
- In addition to the general parameters above for the Construction Schedule, attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Contractor shall meet.

**EXHIBIT G
TO FACILITIES LEASE**

SCHEDULE OF VALUES

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit D) and that has been approved by the District.

[A complete Schedule of Values must be attached to this Exhibit.

NOTE: A complete Schedule of Values must be attached to this Exhibit. If the Parties first enter into the Agreement for Preliminary Services (Exhibit L) and have not finalized a Schedule of Values for the construction of the Project at that time, the Parties can include initial cost breakdowns in this Exhibit. When and if the Parties do agree to a Guaranteed Project Cost and amend the Contract, the Parties shall also amend this Exhibit at that time to include the detailed Schedule of Values prepared by the Contractor and agreed to by the District pursuant to the Contract.]

**EXHIBIT H
TO FACILITIES LEASE**

SUBCONTRACTOR PROCUREMENT PROCESS

If the District issues an RFP or RFQ/P and requires the Contractors to submit a **final** price for this Project at the time it is competing against other Contractors, the Contractor shall comply with the subcontractor prequalification requirements of Education Code section 17406 (a)(1)(C) and may otherwise select subcontractors based on their own reasonable and non-discriminatory process.

If the District issues an RFQ or RFQ/P and selects one Contractor who will **later** provide a final price for this Project, that Contractor shall, in addition to all legal requirements, including without limitation Education Code section 17406, take the following steps when the District directs the Contractor to procure Subcontractors so that Contractor can provide a final lump sum Guaranteed Project Cost ("**GPC**") for construction of the Project.

1. **Subcontractor Bid Packages.** Contractor shall prepare separate and specific Subcontractor bid packages that include all scope(s) of construction Work included in the Plans and Specifications.
2. **Public Notice.** Contractor shall provide notice of bidding for Subcontractors "in accordance with the publication requirements applicable to the District's competitive selection process" to solicit Subcontractors in compliance with statutory requirements and the District's process. (Education Code §17406.)
3. **District Review of Bid Packages and Notice.** At least fourteen (14) Days prior to the bidding of Subcontractor bid packages, Contractor shall provide the District with a copy of the written notice it will publish (including newspaper advertising) to solicit Subcontractors. The District reserves the right to request that Contractor reasonably revise its published notice.
4. **Three Bona Fide Bids.** Contractor is required to receive **at least** three (3) bona fide bids from Subcontractors for all scopes of Work on the Project that constitute more than three percent (3%) of the total Project scope of Work. Prior to the Contractor seeking bids, the District may, in its sole discretion, and upon Contractor's written request, authorize Contractor to utilize a different minimum number of bona fide bids from Subcontractors.
5. **Prequalification.** Contractor's Subcontractors performing work valued in excess of ½ of 1% of the GPC must comply with the following:
 - a. **MEP Prequalification.** If the Project has electrical, mechanical, and plumbing components that will be performed by subcontractors performing under the following license classification(s) (C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46; "**MEP Subcontractor(s)**"), and those MEP Subcontractors will be first-tier Subcontractors to the Contractor, those MEP Subcontractors must be prequalified with the District to be eligible to be included in a Contractor's proposal. MEP Subcontractors shall prequalify with the District utilizing the District's Prequalification Questionnaire. **The District highly recommends that the Contractor informs all of its potential MEP Subcontractors that must be prequalified to immediately complete the prequalification process to ensure their eligibility to be included as MEP Subcontractors for the Project.**
 - b. **Non-MEP Subcontractor Prequalification Criteria and Standards.** For this Project, Contractor may **NOT** prequalify non-MEP subcontractors solicited for work on this Project, unless the Contractor provides any prequalification or qualification criteria, process or questionnaire to the District for approval at least fourteen (14) Days prior to the bidding of Subcontractor bid packages.

- c. **LIMIT ON “BEST VALUE” SELECTION.** CONTRACTOR ACKNOWLEDGES THAT THIS PROCESS – THE PREQUALIFICATION OR ANY ASSOCIATED QUALIFICATION PROCESS – IS THE ONLY “BEST VALUE” SELECTION PROCESS AS IDENTIFIED IN EDUCATION CODE SECTION 17406 THAT THE DISTRICT HAS APPROVED FOR THIS PROJECT. THE CONTRACTOR MAY REQUEST, AT LEAST FOURTEEN (14) DAYS PRIOR TO THE BIDDING OF SUBCONTRACTOR BID PACKAGES, THAT THE DISTRICT APPROVE OTHER SELECTION PROCESS(ES) OR CRITERIA THAT THE CONTRACTOR DESIRES TO IMPLEMENT ON THIS PROJECT. CONTRACTOR CAN ONLY IMPLEMENT THOSE IF THE DISTRICT PRE-APPROVES THEM.
6. **Open-Book / Bid Opening.** Contractor shall invite the District to attend all bid opening(s) for the Project and shall within 48 hours of the bid opening(s) provide copies or access to all bid documents provided by all Subcontractors.
7. **Missing Scopes of Work in Subcontractor Bids (“Bid Levelling”).** When Contractor has received all Subcontractor bids, Contractor shall identify all scope(s) of construction Work for which Contractor did not receive a bid and provide a written justification as to why the scope(s) of construction Work was either not included in a Subcontractor bid or was not bid on (“Unbid Work”). The District expects very little if any Unbid Work, far less than 1% of the GPC. After the District reviews the Contractor’s justification, the Parties shall meet and confer and the District shall reasonably determine, in its sole discretion, whether to:
- a. Direct the Contractor to rebid the Unbid Work; or
 - b. If Contractor requests, allow the Contractor to self-perform the Unbid Work. If Contractor self-performs the Unbid Work, Contractor shall provide substantiation for the pricing for the Unbid Work that Contractor intends to self-perform. The Parties shall negotiate in good faith to determine a reasonable price for the Unbid Work that Contractor intends to self-perform. The District reserves the right to seek its own pricing of that Work to verify the value of Contractor’s proposed pricing.
8. **Low Bid.** Because the “best value” process was implemented as part of the Subcontractor procurement process, once the Contractor receives Subcontractor bids, the Contractor shall award subcontracts to subcontractors with the **lowest responsive, responsible bid** that have satisfied the above prequalification and/or qualification steps, as applicable.
9. **Self-Performing Construction Work.** If Contractor intends to propose to self-perform portion(s) of the construction Work, it must
- a. Receive the District’s prior written approval.
 - b. Provide its pricing (its bid) to the District 48 hours prior to Contractor’s receipt of Subcontractor bids for those portion(s) of the Work.
 - c. Receive a minimum number of two (2) bona fide bids from Subcontractors for scope(s) of Work that the Contractor is bidding to self-perform, not including the Contractor’s pricing/bid.
10. **Finalizing GPC.** After Contractor completes this Subcontractor Procurement Process and the District approves the Subcontractor bids and self-performed construction Work, if any, Contractor shall prepare a final proposed GPC as set forth in **Exhibit C** to the Facilities Lease. The GPC shall be calculated consistent with the matrix in the “Guaranteed Project Cost (or Guaranteed Maximum Price)” section of **Exhibit C**.

**EXHIBIT I
TO FACILITIES LEASE**

**CERTIFICATES AND BONDS TO LEASE-LEASEBACK DOCUMENTS
AND
DIVISION 1 DOCUMENTS TO LEASE-LEASEBACK DOCUMENTS**

@ProjectName

**Alameda Unified School District
and
Alten Construction, LLC**

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY CONTRACTOR

The undersigned declares:


I am the Vice President & CFO **[PRINT YOUR TITLE]**
of Alten Construction, LLC **[PRINT FIRM NAME]**

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from proposing. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract price of the Contractor or any other contractor, or to fix any overhead, profit, or cost element of the Contract price, or of that of any other contractor. All statements contained in the Contract and Contractor's proposal are true. The Contractor has not, directly or indirectly, submitted his or her Contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal or contract, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: 6/16/25
Proper Name of Contractor: Alten Construction, LLC
City, State: Richmond CA
Signature: 
Print Name: Shannon M. Alten
Title: Vice President & CFO

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

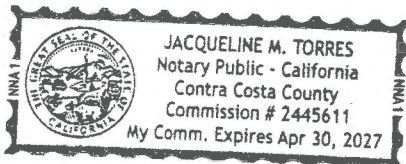
On 6/16/25 before me, Jacqueline M. Torres
Date Here Insert Name and Title of the Officer

personally appeared Shannon M. Altan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Declaration

Document Date: 6/16/25 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shannon M. Altan

- ☒ Corporate Officer – Title(s): VP + CFO
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: Altan Construction LLC

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute the Contract Documents and these certifications on behalf of Contractor and that by executing the Contract Documents he/she is certifying the following items.

☒ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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 contract.

☒ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I 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 the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the 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 also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.



Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.



No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
 - (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.
-



Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint,

from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and

adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☒ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☒ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, Shannon M. Alten [Your Name], Alten Construction, LLC [Firm Name]
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, Shannon M. Alten [Your Name], Alten Construction, LLC [Firm Name]
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, Shannon M. Alten [Your Name], Alten Construction, LLC [Firm Name]
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): N/A
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

☒ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order

(<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date:	6/16/25
Proper Name of Contractor:	Alten Construction, LLC
Signature:	
Print Name:	Shannon M. Alten
Title:	Vice President & CFO

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
 - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: Alten Construction, LLC Date: 6/16/25

Project Name: Encinal Jr/Sr HS New Gym Project Number: --


DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
TBD	TBD	TBD
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO ☒

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: 6/16/25
 Proper Name of Contractor: Alten Construction, LLC
 Signature: 
 Print Name: Shannon M. Alten
 Title: Vice President & CFO

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the ProjectSite, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its Subcontractors' employees is:

Name: TBD Title: Superintendent

☐ **Unoccupied Site.** The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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

Date: 6/16/25

Proper Name of Contractor: Alten Construction, LLC

Signature: 

Print Name: Shannon M. Alten

Title: Vice President & CFO

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Alameda Unified School District**, ("District") and

_____, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

@ProjectName ("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the District in the penal sum of:

\$ _____ DOLLARS,

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its 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 the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the

District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) ____ - _____

Fax No.: (____) ____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Alameda Unified School District**, ("District") and

_____, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

@ProjectName ("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\$ _____ **DOLLARS**,

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, 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 Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or

addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Division 1 Documents
to
Lease-Leaseback Documents

COORDINATION AND PROJECT MEETINGS	144
PRODUCT OPTIONS AND SUBSTITUTIONS.....	147
CONSTRUCTION SCHEDULE – NETWORK ANALYSIS.....	149
SUBMITTALS	156
REGULATORY REQUIREMENT.....	160
TESTING LABORATORY SERVICES	162
TEMPORARY FACILITIES AND CONTROLS	165
SITE STANDARDS	169
TEMPORARY TREE AND PLAN PROTECTION	171
STORM WATER POLLUTION PREVENTION PLAN - CONSTRUCTION	174
MATERIALS AND EQUIPMENT.....	177
DELIVERY, STORAGE AND HANDLING	179
CONTRACT CLOSEOUT AND FINAL CLEANING	180
FIELD ENGINEERING	182
CUTTING AND PATCHING.....	183
OPERATION AND MAINTENANCE.....	186
WARRANTIES	189
RECORD DOCUMENTS.....	190
COMMISSIONING	192

[TABLE OF CONTENTS NEEDS TO BE UPDATED WHEN DOCUMENT IS FINALIZED]

COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Coordination Responsibilities of the Contractor
- 1.1.2. Field Engineering Responsibilities of the Contractor
- 1.1.3. Preconstruction Conference.
- 1.1.4. Progress Meetings.
- 1.1.5. Pre-Installation Conferences.
- 1.1.6. Post Construction Dedication.

1.2. COORDINATION RESPONSIBILITIES OF THE CONTRACTOR

- 1.2.1. Coordinate scheduling, submittals, and Work of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 1.2.2. Prior to commencement of a particular type or kind of work examine relevant information, contract documents, and subsequent data issued to the Project.
- 1.2.3. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 1.2.4. Closing up of holes, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.5. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 1.2.6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- 1.2.7. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating, or installing any of the elements required to be coordinated.
- 1.2.8. Closing up of walls, partitions or furred spaces, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.9. Coordinate completion and clean up of Work of separate sections in preparation for completion and for portions of work designated for District's occupancy.
- 1.2.10. After District occupancy of Project, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.
- 1.2.11. Coordinate all utility company work in accordance with the Contract Documents.

1.3. FIELD ENGINEERING RESPONSIBILITIES OF THE CONTRACTOR

- 1.3.1. Contractor shall employ a Land Surveyor registered in the State of California and acceptable to the Construction Manager.
- 1.3.2. Control datum for survey is that established by District provided survey. Contractor to locate and protect survey control and reference points.
- 1.3.3. Replace dislocated survey control points based on original survey control.
- 1.3.4. Provide field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices.
- 1.3.5. Upon completion of Work, submit certificate signed by the Land Surveyor, that

elevations and locations of Work are in conformance with Contract Documents. Record deviations on Record Drawings.

1.4. PRECONSTRUCTION CONFERENCE

- 1.4.1. Construction Manager or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to Project mobilization.
- 1.4.2. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, Architect of Record, Contractor, Contractor's Project Manager, and Contractor's Job/Project Superintendent.
- 1.4.3. Optional Attendance: Architect's consultants, subcontractors, and utility company representatives.
- 1.4.4. Construction Manager shall preside at conference and shall prepare and record minutes and distribute copies.
- 1.4.5. Agenda:
 - 1.4.5.1. Execution of the Contract Documents.
 - 1.4.5.2. Issue Notice to Proceed.
 - 1.4.5.3. Submission of executed bonds and insurance certificates.
 - 1.4.5.4. Distribution of Contract Documents.
 - 1.4.5.5. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.
 - 1.4.5.6. Designation of responsible personnel representing the parties.
 - 1.4.5.7. Procedures for processing Force Account Directives and Change Orders.
 - 1.4.5.8. Procedures for Request for Information.
 - 1.4.5.9. Procedures for testing and inspecting.
 - 1.4.5.10. Procedures for processing applications for payment.
 - 1.4.5.11. Procedures for Project closeout.
 - 1.4.5.12. Use of Premises.
 - 1.4.5.13. Work restrictions.
 - 1.4.5.14. District's occupancy requirements or options.
 - 1.4.5.15. Responsibility for temporary facilities and controls.
 - 1.4.5.16. Construction waste management and recycling.
 - 1.4.5.17. Parking availability.
 - 1.4.5.18. Office, work and storage areas.
 - 1.4.5.19. Equipment deliveries and priority.
 - 1.4.5.20. Security.
 - 1.4.5.21. Progress cleaning.

1.5. PROGRESS MEETINGS

- 1.5.1. Construction Manager shall schedule and administer meetings throughout progress of the Work at a minimum of every week.
- 1.5.2. Construction Manager or Project Engineer will make arrangements for meetings, prepare agenda, and preside at meetings. Construction Manager shall record minutes (Field Reports), and distribute copies.
- 1.5.3. Attendance Required: Project Manager, Job Superintendent, Construction Manager, Project Engineer, Project Inspector (Inspector of Record), Architect of Record, Subcontractors, and suppliers as appropriate to agenda topics for each meeting.
- 1.5.4. Agenda:
 - 1.5.4.1. Review minutes of previous meetings. (Field Reports)
 - 1.5.4.2. Safety, and jobsite visits
 - 1.5.4.3. Review of Work progress.
 - 1.5.4.4. Field observations, problems, and decisions.
 - 1.5.4.5. Identification of problems which impede planned progress.
 - 1.5.4.6. Review of submittals schedule and status of submittals.
 - 1.5.4.7. Review of off-site fabrication and delivery schedules.

- 1.5.4.8. Maintenance of construction schedule.
- 1.5.4.9. Corrective measures to regain projected schedules.
- 1.5.4.10. Planned progress during succeeding work period.
- 1.5.4.11. Coordination of projected progress.
- 1.5.4.12. Maintenance of quality and work standards.
- 1.5.4.13. Effect of proposed changes on progress schedule and coordination.
- 1.5.4.14. Other business relating to Work.

- 1.5.5. District has authority to schedule meetings other than those listed, as necessary.

1.6. PRE-INSTALLATION CONFERENCES

When required in individual specification section, or requested by the District Contractor shall convene a pre-installation conference prior to commencing work of the section. Refer to individual specification section for timing requirements of conference.

- 1.6.1. Contractor shall require his/her subcontractors and suppliers directly affecting, or affected by, work of the specific section to attend.
- 1.6.2. Notify the Construction Manager, Project Engineer, Inspector of Record, and Architect of Record four (4) Days in advance of meeting date.
- 1.6.3. The pre-installation conference may coincide with a regularly scheduled progress meeting.
- 1.6.4. Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) Days after conference to participants.
- 1.6.5. The purpose of the meeting will be to review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related work and manufacturer's recommendations.
- 1.6.6. Pre-installation Schedule: As a minimum, Work being installed under the Contract Documents technical sections will require pre-installation conferences. Contractor shall review the technical specifications and add all additional requirements for pre-installation meetings contained in those sections.

1.7. POST CONSTRUCTION DEDICATION

- 1.7.1. Attendance Required: Project Superintendent, Contractor, Project Manager, major subcontractors, Construction Manager, Project Engineer, Inspector of Record, and Architect of Record.
- 1.7.2. Preparation prior to Dedication: Contractor and appropriate subcontractors and suppliers shall:
- 1.7.3. Assist District in operation of mechanical devices and systems.
 - 1.7.3.1. Verify operation and adjust controls for communication systems.
 - 1.7.3.2. Assist District in operation of lighting systems.

PRODUCT OPTIONS AND SUBSTITUTIONS

1. Substitution for Specified Items.

The Project shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Contractor shall only request substitutions as indicated herein.

1.1. Request for Substitution Prior to Proposal.

- 1.1.1. District must receive any request for substitution a minimum of FOURTEEN (14) Days prior to the date proposals are due.
- 1.1.2. The District's denial of a substitution request prior to the date proposals are due shall be conclusive, requiring Contractors to base proposals only on approved items. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its proposal on any requested substitution that the District has not approved. Contractor's proposal may be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.
- 1.1.3. Approved substitutions shall be listed in Addenda.
- 1.1.4. District reserves the right not to act upon submittals of substitutions until after the date proposals are due. If the District does not act on a substitution request prior to the date proposals are due, Contractors must propose only on products and systems specified in Contract Documents or listed by name in Addenda.

1.2. Request for Substitution After Contract Awarded. Requests for substitutions after award of the Contract shall be within **THIRTY-FIVE (35) Days of the date of the Notice of Award or similar notice to Contractor**. This time period can be extended by the District only, in its sole discretion.

- 1.2.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
- 1.2.2. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change.
- 1.2.3. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- 1.2.4. The burden of proof as to equality of any material, process, or article shall rest with Contractor.

1.3. A request for a substitution shall be in writing and shall include the following information and /or assurances.

- 1.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
- 1.3.2. Available maintenance, repair or replacement services;
- 1.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
- 1.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under contract with the District); and
- 1.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- 1.3.6. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the

Contract Documents;

- 1.3.7. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- 1.3.8. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- 1.3.9. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- 1.3.10. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- 1.4. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- 1.5. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- 1.6. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. REFERENCES

- 1.1.1. Construction Planning and Scheduling Manual - A Manual for General Contractors and the Construction Industry, The Associated General Contractors of America (AGC).
- 1.1.2. CSI - Construction Specifications Institute MP-2-1 Master Format.
- 1.1.3. U.S. National Weather Service - Local Climatological Data.

1.2. PERFORMANCE REQUIREMENTS

- 1.2.1. All Contractor's schedules shall comply with the baseline and milestones as indicated in the draft "Program Schedule" the District provided as a draft **Exhibit F** to the Facilities Lease.
- 1.2.2. Ensure adequate scheduling during construction activities so Work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- 1.2.3. Ensure coordination of Contractor and subcontractors at all levels.
- 1.2.4. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of Products, materials and equipment.
- 1.2.5. Ensure on-time delivery of District furnished Products, materials and equipment.
- 1.2.6. Ensure coordination of jurisdictional reviews.
- 1.2.7. Prepare applications for payment.
- 1.2.8. Monitor progress of Work.
- 1.2.9. Prepare proper requests for changes to Contract Time.
- 1.2.10. Prepare proper requests for changes to Construction Schedule.
- 1.2.11. Assist in detection of schedule delays and identification of corrective actions.

1.3. QUALITY ASSURANCE

- 1.3.1. Perform scheduling work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- 1.3.2. Maintain one copy of Construction Planning and Scheduling Manual on Site.
- 1.3.3. In the event of discrepancy between the AGC publication and the Contract Documents, provisions of the Contract Documents shall govern.

1.4. QUALIFICATIONS

1.4.1. Scheduler:

- 1.4.1.1. Contractor shall retain a construction scheduler to work in enough capacity to perform all of the Contractor's requirements to prepare the Construction Schedule. The Scheduler shall plan, coordinate, execute, and monitor a cost/resource loaded critical path method (CPM) schedule as required for Project and have a minimum of five (5) years direct experience using CPM.
- 1.4.1.2. Scheduler will cooperate with District and shall be available on site for monitoring, maintaining and updating schedules in a timely manner.
- 1.4.1.3. District has the right to reject the Scheduler based upon a lack of experience as required by this Document or based on lack of performance and timeliness of schedule submittals/fragnets on past projects. Contractor shall within seven (7) Days of District's rejection, propose another scheduler who meets the experience requirements stated above.

- 1.4.2. **Administrative Personnel:** Five (5) years minimum experience in using and monitoring schedules on comparable projects.

1.5. SUBMITTALS

- 1.5.1. Submission of submittals pursuant to "Contractor's Submittals And Schedules" in Exhibit D. Adobe "PDF" files are not acceptable.
- 1.5.2. Submit Short Interval Schedule at each Construction Progress Meeting.
- 1.5.3. Submit Time Adjustment Schedule within five (5) Days of commencement of a claimed

delay.

- 1.5.4. Submit Recovery Schedules as required for timely completion of Work or when demanded by the District.
- 1.5.5. Submit job cost reports when demanded by the District.
- 1.5.6. Submit one (1) reproducible and two (2) copies of each schedule and cost report.
- 1.5.7. Submit large format plotted schedules monthly or at the request of the District or Construction Manager.

1.6. REVIEW AND EVALUATION

- 1.6.1. Contractor shall participate in joint review of Construction Schedule and Reports with District and Construction Manager.
- 1.6.2. Within seven (7) Days of receipt of District and Construction Manager's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.
- 1.6.3. In the event that an activity or element of Work is not detected by District or Construction Manager review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
- 1.6.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any Tenant Improvement Payment.
- 1.6.5. Cost-loaded values of Construction Schedule shall be basis for determining Tenant Improvement Payment unless waived by the District in writing.
- 1.6.6. Review and acceptance by District and Construction Manager of Preliminary Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.

1.7. FORMAT

- 1.7.1. Prepare diagrams and supporting mathematical analyses using Precedence Diagramming Method, under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.
- 1.7.2. **Listings:** Reading from left to right, in ascending order for each activity.
- 1.7.3. **Diagram Size:** 42 inches maximum height x width required.
- 1.7.4. **Scale and Spacing:** To allow for legible notations and revisions.
- 1.7.5. Illustrate order and interdependence of activities and sequence of Work.
- 1.7.6. Illustrate complete sequence of construction by activity.
- 1.7.7. Provide legend of symbols and abbreviations used.

1.8. COST AND SCHEDULE REPORTS

- 1.8.1. **Activity Analysis:** Tabulate each activity of network diagram and identify for each activity:
 - 1.8.1.1. Description.
 - 1.8.1.2. Interface with outside contractors or agencies.
 - 1.8.1.3. Number.
 - 1.8.1.4. Preceding and following number.
 - 1.8.1.5. Duration.
 - 1.8.1.6. Earliest start date, earliest finish date.
 - 1.8.1.7. Actual start date, actual finish date.
 - 1.8.1.8. Latest start date, latest finish date.
 - 1.8.1.9. Total and free float.
 - 1.8.1.10. Identification of critical path activity.
 - 1.8.1.11. Monetary value keyed to Schedule of Values.
 - 1.8.1.12. Manpower requirements.
 - 1.8.1.13. Responsibility.
 - 1.8.1.14. Percentage complete.

- 1.8.1.15. Variance positive or negative.
- 1.8.2. **Cost Report:** Tabulate each activity of network diagram and identify for each activity, unless waived by the District in writing:
 - 1.8.2.1. Description.
 - 1.8.2.2. Number.
 - 1.8.2.3. Total cost.
 - 1.8.2.4. Percentage complete.
 - 1.8.2.5. Value prior to current period.
 - 1.8.2.6. Value this period.
 - 1.8.2.7. Value to date.
- 1.8.3. **Required Sorts:** List activities in sorts or groups:
 - 1.8.3.1. By activity number.
 - 1.8.3.2. By amount of float time in order of early start.
 - 1.8.3.3. By responsibility in order of earliest start date.
 - 1.8.3.4. In order of latest start dates.
 - 1.8.3.5. In order of latest finish dates.
 - 1.8.3.6. Application for payment sorted by Schedule of Values.
 - 1.8.3.7. Listing of activities on critical path.
- 1.8.4. Listing of basic input data which generates schedule.
- 1.9. CONSTRUCTION SCHEDULE**
 - 1.9.1. Contractor shall develop and submit a preliminary schedule of construction (or Preliminary Construction Schedule) during the procurement process or, if not then, and only with the District's written approval, within thirty (30) Days after award of the Contract. That document shall comply with this Document and the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Contractor's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.
 - 1.9.2. Upon District's acceptance of the Preliminary Construction Schedule, Contractor shall update the accepted Preliminary Construction Schedule until Contractor's Construction Schedule is fully developed and accepted within the first thirty (30) Days. Once approved by District, this shall become the Construction Schedule (or "Baseline Schedule"). This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion. Since updates to the Construction Schedule are the basis for payment to Contractor, submittal and acceptance of the Construction Schedule and updates shall be a condition precedent to making of monthly payments, as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease).
 - 1.9.3. Failure to submit an adequate or accurate Preliminary Construction Schedule, Construction Schedule, updates thereto or failure to submit on established dates, will be considered a breach of Contract.
 - 1.9.4. Failure to include any activity shall not be an excuse for completing all Work by required Completion Date.
 - 1.9.5. Activities of long intervals shall be broken into increments no longer than fourteen (14) Days or a value over \$20,000.00 unless approved by the District or it is non-construction activity for procurement and delivery.
 - 1.9.6. The Construction Schedule shall comply with the following and include the following:
 - 1.9.6.1. Provide a written narrative describing Contractor's approach to

- mobilization, procurement, and construction during the first thirty (30) Days including crew sizes, equipment and material delivery, Site access, submittals, and permits.
 - 1.9.6.2. Shall designate critical path or paths.
 - 1.9.6.3. Procurement activities to include mobilization, shop drawings and sample submittals.
 - 1.9.6.4. Identification of key and long-lead elements and realistic delivery dates.
 - 1.9.6.5. Construction activities in units of whole days limited to fourteen (14) Days for each activity except non-construction, procurement and delivery.
 - 1.9.6.6. Approximate cost and duration of each activity.
 - 1.9.6.7. Shall contain seasonal weather considerations.
 - 1.9.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.
 - 1.9.6.9. Conform to mandatory dates specified in the Contract Documents.
 - 1.9.6.10. Contractor shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will in accordance with the Contract Documents, including "Computation of Time / Adverse Weather" in Exhibit D , and will be calculated from the Notice to Proceed until the Completion.
 - 1.9.6.11. Level of detail shall correspond to complexity of work involved.
 - 1.9.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.
 - 1.9.6.13. Designate critical path or paths.
 - 1.9.6.14. Subcontractor work at all levels shall be included in schedule.
 - 1.9.6.15. As developed shall show sequence and interdependence of activities required for complete performance of Work.
 - 1.9.6.16. Shall be logical and show a coordinated plan of Work.
 - 1.9.6.17. Show order of activities and major points of interface, including specific dates of completion.
 - 1.9.6.18. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
 - 1.9.6.19. Shall show description, duration and float for each activity.
- 1.9.7. **Activity.** An activity shall meet the following criteria:
 - 1.9.7.1. Any portion or element of Work or action that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 1.9.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
 - 1.9.7.3. Responsibility shall be identified with a single performing entity.
 - 1.9.7.4. Additional codes shall identify building, floor, and CSI classification.
 - 1.9.7.5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
 - 1.9.7.6. Assigned manpower requirement (resource loading) of each activity.
 - 1.9.7.7. Major construction equipment shall be assigned to each activity.
 - 1.9.7.8. Activities labeled start, continue or completion are not allowed.
- 1.9.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:

- 1.9.8.1. Preparation of shop drawings and sample submissions.
- 1.9.8.2. Review of shop drawings and samples.
- 1.9.8.3. Finish and color selection.
- 1.9.8.4. Fabrication and delivery.
- 1.9.8.5. Erection or installation.
- 1.9.8.6. Testing.

1.9.9. Include a minimum of fifteen (15) Days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.

1.10. SHORT INTERVAL SCHEDULE

- 1.10.1. The Four-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Contractor shall ensure that it accurately reflects the current progress of the Work.
- 1.10.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
- 1.10.3. Prepare schedule on sheet of sufficient width to clearly show data.
- 1.10.4. Provide continuous heavy vertical line identifying first day of week.
- 1.10.5. Provide continuous subordinate vertical line identifying each day of week.
- 1.10.6. Identify activities by same activity number and description as Construction Schedule.
- 1.10.7. Show each activity in proper sequence.
- 1.10.8. Indicate graphically sequences necessary for related activities.
- 1.10.9. Indicate activities completed or in progress for previous two (2) week period.
- 1.10.10. Indicate activities scheduled for succeeding two (2) week period.
- 1.10.11. Further detail may be added if necessary to monitor schedule.

1.11. REQUESTED TIME ADJUSTMENT SCHEDULE

- 1.11.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
- 1.11.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Architect.
- 1.11.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.
- 1.11.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.
- 1.11.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
- 1.11.6. Schedule shall be a time-scaled network analysis.
- 1.11.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
- 1.11.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.
- 1.11.9. Activity delays shall not automatically constitute an extension of Contract Time.
- 1.11.10. Failure of subcontractors shall not be justification for an extension of time.
- 1.11.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.
- 1.11.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall **not** be allowed without the prior written permission of the District.
- 1.11.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.
- 1.11.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these

requirements are complied with.

1.11.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.

1.11.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) Days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.

1.12. RECOVERY SCHEDULE

1.12.1. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.

1.12.2. Contractor shall prepare and submit to the District a Recovery Schedule at any time requested by the District, at no cost to the District.

1.12.3. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule and to complete the Work by the Completion Date.

1.12.4. Maximum duration shall be one (1) month and shall coincide with payment period.

1.12.5. Ten (10) Days prior to expiration of Recovery Schedule, Contractor shall have to show verification to determine if activities have regained compliance with Construction Schedule. Based upon this verification the following will occur:

1.12.5.1. Supplemental Recovery Schedule will be submitted to address subsequent payment period

1.12.5.2. Construction Schedule will be resumed.

1.13. UPDATING SCHEDULES

1.13.1. Review and update schedule at least ten (10) Days prior to submitting an Application for Payment.

1.13.2. Maintain schedule to record actual prosecution and progress.

1.13.3. Identify approved Change Orders which affect schedule as separate new activities.

1.13.4. No other revisions shall be made to schedule unless authorized by District.

1.13.5. **Written Narrative Report:** Contractor shall include a written report to explain the Monthly Schedule Update. The narrative shall, at a minimum include the following headings with appropriate discussions of each topic:

1.13.5.1. Activities or portions of activities completed during previous reporting period.

1.13.5.2. Actual start dates for activities currently in progress.

1.13.5.3. Deviations from critical path in days ahead or behind.

1.13.5.4. List of major construction equipment used and any equipment idle.

1.13.5.5. Number of personnel by craft engaged on Work during reporting period.

1.13.5.6. Progress analysis describing problem areas.

1.13.5.7. Current and anticipated delay factors and their impact.

1.13.5.8. Proposed corrective actions and logic revisions for Recovery Schedule.

1.13.5.9. Proposed modifications, additions, deletions and changes in logic of Construction Schedule.

1.13.5.10. In updating the Schedule, Contractor shall not modify Activity ID numbers, schedule calculation rules/criteria, or the Activity Coding Structure required.

1.13.6. Schedule update will form basis upon which Tenant Improvement Payments will be made.

1.13.7. District will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.14. DISTRIBUTION

1.14.1. Following joint review and acceptance of updated schedules distribute copies to District,

Architect, and all other concerned parties.

- 1.14.2. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PRODUCTS

2.1. SCHEDULING SOFTWARE

Contractor shall utilize District approved software for scheduling software and shall employ the Critical Path Method (CPM) in the development and maintenance of the Construction Schedule. The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail.

2.2. ELECTRONIC DATA

Provide compact disk(s) that contain a back-up of the Proposed Baseline Schedule data on it. The electronic P6 files shall be saved in ".XER" type format.

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE OF SOFTWARE

1.1.1. CONTRACTOR SHALL UTILIZE DISTRICT APPROVED SOFTWARE FOR THE SUBMITTAL PROCESS

- 1.1.2. Contractor shall transmit each submittal in conformance with requirements of this Document. For each submittal, Contractor shall:
 - 1.1.2.1. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;
 - 1.1.2.2. Identify Project and Architect's project number, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;
 - 1.1.2.3. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review.
- 1.1.3. Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.
 - 1.1.3.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1.1.3.2. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - 1.1.3.3. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.1.4. Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.
- 1.1.5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- 1.1.6. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 1.1.7. Provide space for Contractor and Architect review stamps.
- 1.1.8. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 1.1.9. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- 1.1.10. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

1.2. SHOP DRAWINGS

- 1.2.1. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.
- 1.2.2. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

1.3. ELECTRONIC SUBMITTAL PROCESS

1.3.1. Submittal Procedure for Large Format shop drawings.

- 1.3.1.1. Contractor shall provide six (6) paper copies and of the large format Shop Drawings directly to the District and the Construction Manager (CM) and Contractor will provide an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of

drawings) using the District approved software/program.

- 1.3.1.2. Contractor shall verify that the Submittal Schedule and all submittal log(s) are accurate and up to date.
- 1.3.1.3. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
- 1.3.1.4. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.
- 1.3.1.5. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
- 1.3.1.6. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) and using the District approved software/program.

1.3.2. Product Data, Calculations and Small Format Drawings

- 1.3.2.1. Contractor shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings using the District approved software/program with a Transmittal (with a detailed description of the submittal) directly to the CM.
- 1.3.2.2. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
- 1.3.2.3. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.
- 1.3.2.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
- 1.3.2.5. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor for scanning and posting using the District approved software/program.

1.3.3. Sample Submittal Procedure – (Product / Assembly Samples)

- 1.3.3.1. Contractor shall provide four (4) physical samples directly to the District and the CM and Contractor will provide an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) using the District approved software/program.
- 1.3.3.2. The District and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
- 1.3.3.3. This process will continue until the Contractor has provided a Submittal that is acceptable to the District and the Architect.
- 1.3.3.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
- 1.3.3.5. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for using the District approved software/program.

1.4. PRODUCT DATA

In addition to the above requirements, mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.5. SAMPLES

- 1.5.1. In addition to the above requirements, submit samples to illustrate functional and aesthetic characteristics of the Product in accordance with this Document, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 1.5.2. Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by District. Range

shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, District may select from any range at no additional cost to District.

- 1.5.3. Include identification on each sample, with full Project information.
- 1.5.4. Submit the number of samples that Contractor requires, plus one that will be retained by Architect and one by District.
- 1.5.5. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.6. MANUFACTURER'S INSTRUCTION

- 1.6.1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- 1.6.2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.7. MANUFACTURER'S CERTIFICATES

- 1.7.1. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- 1.7.2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- 1.7.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to District.

1.8. MOCK-UP

- 1.8.1. Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the specifications and shall accurately and reasonably represent the quality of construction the Contractor will provide. If the mock-up or portions thereof do not adequately represent the quality of the work specified, the Contractor shall modify it as needed.
- 1.8.2. Once completed to the District's satisfaction, the mock-up shall serve as the standard of quality for the work.
- 1.8.3. All mock-ups, at District's option, shall remain the property of the District. If not required by the District, Contractor shall remove and dispose of the mock-up.
- 1.8.4. Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

1.9. DEFERRED APPROVAL REQUIREMENTS

- 1.9.1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by a California registered Architect or professional engineer who has been delegated responsibility covering the work shown on a particular plan or specification and approved by the Division of the State Architect (DSA). Deferred approval items for this Project are as indicated in the Contract Documents.
- 1.9.2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by DSA.
- 1.9.3. Submit material using electronic submittal process as defined above.
- 1.9.4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.
- 1.9.5. Submit documents to Architect for review prior to requesting that the Architect forward it to the DSA.
- 1.9.6. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in California who is responsible for that work.
- 1.9.7. Architect and its subconsultants will review the documents only for conformance with design concept. The Architect will then forward the Submittal to DSA for approval.
- 1.9.8. Contractor shall respond to review comments made by DSA and revise and resubmit

submittal to the Architect for re-submittal to DSA for final approval.

REGULATORY REQUIREMENTS

1. GENERAL

1.1. DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

- 1.2.1.** All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into the Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations (C.C.R.).
- 1.2.2.** This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, C.C.R., and the most current version on the date the Contract is executed and as it pertains to school construction including, without limitation:
 - 1.2.2.1.** Test and testing laboratory pursuant to Section 4-335 (District shall pay for the testing laboratory).
 - 1.2.2.2.** All special inspections pursuant to Section 4-333(d).
 - 1.2.2.3.** Contractor shall submit verified reports pursuant to Section 4-336 & 4-343(c).
 - 1.2.2.4.** Administration
 - 1.2.2.4.1.** Duties of the Architect and Engineers shall be pursuant to Section and 4-341.
 - 1.2.2.4.2.** Duties of Contractor shall be pursuant Section 4-343.
 - 1.2.2.4.3.** Verified Reports shall be pursuant to Section 4-336.
 - 1.2.2.5.** Contractor shall keep and make available a copy of Part 1 and 2 of the most current version of C.C.R., Title 24 at the Site during construction.
 - 1.2.2.6.** Contractor shall notify the Division of State Architect (DSA) upon the start of construction pursuant to Section 4-331.
 - 1.2.2.7.** Addenda and Change Orders shall be pursuant to Section 4-338.
- 1.2.3.** Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be pursuant to Title 24 requirements to the DSA.
 - 1.2.3.1.** Building Standards Administrative Code, C.C.R., Title 24, Part 1..
 - 1.2.3.2.** California Building Code (CBC), C.C.R., Title 24, Part 2.; (Uniform Building code volumes 1-3 and California Amendments).
 - 1.2.3.3.** California Electrical Code (CEC), C.C.R., Title 24, Part 3 ; (National Electrical Code and California Amendments).
 - 1.2.3.4.** California Mechanical Code (CMC), C.C.R., Title 24, Part 4 ; (Uniform Mechanical Code and California Amendments).
 - 1.2.3.5.** California Plumbing Code (CPC), C.C.R., Title 24, Part 5; (Uniform Plumbing Code and California Amendments).
 - 1.2.3.6.** California Fire Code (CFC), C.C.R., Title 24, Part 9; (Fire Plumbing Code and California Amendments).
 - 1.2.3.7.** California Referenced Standards Code, C.C.R., Title 24, Part 12.
 - 1.2.3.8.** State Fire Marshal Regulations, C.C.R., Title 19, Public Safety.
 - 1.2.3.9.** Partial List of Applicable NFPA Standards:

- 1.2.3.9.1. NFPA 13 - Automatic Sprinkler System.
- 1.2.3.9.2. NFPA 14 - Standpipes Systems.
- 1.2.3.9.3. NFPA 17A - Wet Chemical System
- 1.2.3.9.4. NFPA 24 - Private Fire Mains.
- 1.2.3.9.5. (California Amended) NFPA 72 - National Fire Alarm Codes.
- 1.2.3.9.6. NFPA 253 - Critical Radiant Flux of Floor Covering System.
- 1.2.3.9.7. FPA 2001 - Clean Agent Fire Extinguishing Systems.
- 1.2.3.10. California Division of the State Architect Interpretation of Regulations Manual.

TESTING LABORATORY SERVICES

1. GENERAL

1.1. REFERENCES

- 1.1.1. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- 1.1.2. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- 1.1.3. CBC - California Building Code.
- 1.1.4. UBC - Uniform Building Code.
- 1.1.5. Title 24, Parts 1 and 2, of the California Code of Regulations. Contractor shall keep a copy of these available at the job Site for ready reference during construction
- 1.1.6. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section. DSA shall be notified at or before the start of construction.

1.2. OBSERVATION AND SUPERVISION

- 1.2.1. The District and Construction Manager or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, 24 C.C.R. §4-341.
- 1.2.2. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District("Project Inspector"), will observe the Work in accordance with 24 C.C.R. §§4-333(b) and 4-342:
- 1.2.3. Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 1.2.3.1. Project Inspector will notify District and Architect and inform Contractor of any observed failure of Work or material to conform to Contract Documents.
 - 1.2.3.2. The Project Inspector shall observe and monitor all testing and inspection activities required.
- 1.2.4. Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to 24 C.C.R. §4-343. Contractor shall supervise and direct the Work and maintain a competent superintendent on the Project who is authorized to act in all matters pertaining to the Work. The Contractor shall inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by 24 C.C.R. §4-336.

1.3. TESTS AND INSPECTIONS

- 1.3.1. Contractor shall be responsible for notifying District and Project Inspector of all required tests and inspections. Contractor shall notify District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.
- 1.3.2. Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- 1.3.3. District will pay for first inspections and tests required by the Title 24 and other inspections or tests that District and/or Architect may direct to have made, including, but not limited to, the following principal items:
 - 1.3.3.1. Tests and observations for earthwork and pavings.
 - 1.3.3.2. Tests for concrete mix designs, including tests of trial batches.
 - 1.3.3.3. Tests and inspections for structural steel work.

- 1.3.3.4. Field tests for framing lumber moisture content.
 - 1.3.3.5. Additional tests directed by District that establish that materials and installation comply with the Contract Documents.
 - 1.3.3.6. Test and observation of welding and expansion anchors.
 - 1.3.3.7. Factory observation of components and assembly of modular prefabrication structures and buildings.
- 1.3.4. District may at its discretion, pay and then back charge Contractor for:
 - 1.3.4.1. Retests or reinspections, if required, and tests or inspection required due to Contractor error or lack of required identifications of material.
 - 1.3.4.2. Uncovering of work in accordance with Contract Documents.
 - 1.3.4.3. Testing done on weekends, holidays, and overtime will be chargeable to Contractor for the overtime portion.
 - 1.3.4.4. Testing done off site.
- 1.3.5. Testing and inspection reports and certifications:
 - 1.3.5.1. If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification: District; Construction Manager, if any; Architect; Consulting Engineer, if any; Other Engineers on the Project, as appropriate; and; Project Inspector.
 - 1.3.5.2. When the test or inspection is one required by the Title 24, a copy of the report shall also be provided to the DSA.
- 1.4. SELECTION AND PAYMENT**
 - 1.4.1. District's hiring of Testing Laboratory shall in no way relieve Contractor of its obligation to perform work in accordance with requirements of Contract Documents.
- 1.5. CONTRACTOR RESPONSIBILITIES**
 - 1.5.1. Submit proposed items for testing as required herein and/or as further required in the Contract Documents to Architect for review in accordance with applicable specifications.
 - 1.5.2. Cooperate with Laboratory personnel, and provide access to the Work and to manufacturer's facilities.
 - 1.5.3. Notify Architect, District, and Testing Laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
 - 1.5.4. When tests or inspections cannot be performed after such notice, reimburse District for Laboratory personnel and travel expenses incurred due to the Contractor's negligence.
 - 1.5.5. Contractor shall notify District a sufficient time in advance of the manufacture of material to be supplied by Contractor pursuant to the Contract Documents, which must by terms of the Contract be tested, in order that the District may arrange for the testing of same at the source of supply.
 - 1.5.5.1. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice that such testing and inspection will not be required shall not be incorporated in the Work.
 - 1.5.6. Contract and pay for services of District's Testing Laboratory to perform additional inspections, sampling and testing required when initial tests indicate Contractor's work and/or materials does not comply with Contract Documents.
- 1.6. PROJECT INSPECTOR'S ACCESS TO SITE**
 - 1.6.1. A Project Inspector employed by the District in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. Project Inspector's duties are specifically defined in 24. C.C.R. §4-342, and as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease).
 - 1.6.2. District and Construction Manager shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation,

and Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

- 1.6.3. The Work in all stages of progress shall be subject to the personal continuous observation of the Inspector. Inspector shall have free access to any or all parts of the Work at any time. Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Contractor from any obligation set forth in the Contract Documents.
- 1.6.4. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
- 1.6.5. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24 or evidence that any material or construction does not conform to the requirements of Title 24, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1. LOGISTICS PLAN

Contractor shall provide to the District for prior approval the Contractor's mobilization and logistics plan for the Site which shall include, at a minimum, the provisions herein.

1.2. TEMPORARY UTILITIES

1.2.1. Electric Power and Lighting

1.2.1.1. Contractor will furnish and pay for power during the course of the work to the extent power is not in the building(s) or on the Site. Contractor shall be responsible for providing temporary facilities required on the Site to point of intended use.

1.2.1.2. Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

1.2.1.3. Contractor shall be responsible for maintaining existing lighting levels in the Project vicinity should temporary outages or service interruptions occur.

1.2.2. Heat and Ventilation

1.2.2.1. Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

1.2.2.2. Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, and gases.

1.2.2.3. Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

1.2.3. Water

1.2.3.1. Contractor will furnish and pay for water during the course of the work. Contractor shall be responsible for providing temporary facilities required.

1.2.3.2. Contractor shall make potable water available for human consumption.

1.2.4. Sanitary Facilities

1.2.4.1. Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Project Inspector or Contractor completes all Work.

1.2.4.2. Use of toilet facilities in the Work shall not be permitted except by consent of the Project Inspector and District.

1.2.5. Telephone and Internet Service

1.2.5.1. Contractor shall arrange with local telephone and internet service company(ies) for service for the performance of the Work. Contractor shall, at a minimum, provide in all District field offices, one line for telephone, one line for fax machine, and one line for internet access. The Phone equipment must include speakerphone, intercom, conference call, flash, redial, call hold and voice mail. Internet speed spec should be 25/25 mbps or faster and WiFi speed specification shall utilize 802.11AC IEE standard or better.

1.2.5.2. Contractor shall pay the costs for internet, telephone, and fax lines installation, maintenance, service, and removal; for Construction Site Office, Construction

Manager's Office and Inspector's Office.

1.2.6. Fire Protection:

- 1.2.6.1. Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- 1.2.6.2. Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

1.2.7. Custodial Service and Trash Removal:

Contractor shall provide custodial service and trash removal on a timely basis, not less than weekly for all Site Offices, restroom(s), and the Site.

1.2.8. Temporary Facilities:

- 1.2.8.1. Contractor shall coordinate floor plan and location of electrical, telephone, data outlets with District prior to ordering and delivering the trailer.
- 1.2.8.2. Contractor shall provide the following minimum facilities, trailers, offices, and services, fully furnished for the exclusive use by the District including desks, chairs, plan tables, etc.:
 - 1.2.8.2.1. One (1) office trailer with two (2) separate offices with windows and lockable doors
 - 1.2.8.2.2. One (1) bathroom
 - 1.2.8.2.3. One (1) conference room with a table and adequate seating for twelve (12)
- 1.2.8.3. Contractor will provide furnishings in the following quantities, to be set in rooms and position as directed by the District upon delivery:
 - 1.2.8.3.1. **1 per office** rolling mid-back task chairs, with arms
 - 1.2.8.3.2. **1 per office space:** double pedestal metal desks, 29" x 72" x 36", HON or equal
 - 1.2.8.3.3. **1 per office space and in meeting conference area:** metal bookcases, three shelf, 41"x34"x12"
 - 1.2.8.3.4. 1 resin folding table 29"x30"x72"
 - 1.2.8.3.5. 8 padded meeting chairs, Global or equal
 - 1.2.8.3.6. **1 per office:** four drawer, legal size lateral files, HON 500 series or equal
 - 1.2.8.3.7. Provide and install 2 "Plan-Hold" wall-mounted 42" wide plan racks with 36 individual plan holders each
 - 1.2.8.3.8. Provide and install 1 large white board in one conference room, 48" 72"
 - 1.2.8.3.9. Provide and install 1 large tack board in one conference room 48" x 72"
 - 1.2.8.3.10. Provide Canon all-in-one copier, printer, fax and printer, model Image Class MF733CDW or equal, with maintenance plan

1.3. CONSTRUCTION AIDS

1.3.1. Plant and Equipment:

- 1.3.1.1. Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- 1.3.1.2. Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

- 1.3.2. No District tools or equipment shall be used by Contractor for the performance of the Work.
- 1.4. **BARRIERS AND ENCLOSURES**
 - 1.4.1. Contractor shall obtain District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
 - 1.4.2. Contractor shall provide a six (6) foot high, chain link perimeter fence with post driven into the ground and fabric screen as a temporary barrier around construction area. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises. Contractor shall remove temporary fence, barriers and enclosure upon Completion of the Work.
 - 1.4.3. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- 1.5. **SECURITY**
 - 1.5.1. Contractor shall secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Contractor is responsible for insuring that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of the Project Site(s).
 - 1.5.2. Contractor shall provide a security guard located on the Project Site(s) during non-working hours.
- 1.6. **TEMPORARY CONTROLS**
 - 1.6.1. **Noise Control**
 - 1.6.1.1. Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
 - 1.6.1.2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to District a minimum of forty-eight (48) hours in advance of their performance.
 - 1.6.2. **Noise and Vibration**
 - 1.6.2.1. Equipment and impact tools shall have intake and exhaust mufflers.
 - 1.6.2.2. Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.
 - 1.6.3. **Dust and Dirt**
 - 1.6.3.1. Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities, and off-site adjacent properties.
 - 1.6.3.2. Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
 - 1.6.3.3. Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
 - 1.6.3.4. Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.
 - 1.6.4. **Water**

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or

about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

1.6.5. Pollution

1.6.5.1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

1.6.5.2. Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.6.6. Lighting

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.7. JOB SIGN(S)

1.7.1. General:

1.7.1.1. Contractor shall provide and maintain and locate a Project identification sign with the design, text, and colors designated by District and/or the Architect. Sign shall be protected in place and maintained by the Contractor.

1.7.1.2. Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

1.7.2. Materials:

1.7.2.1. Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.

1.7.2.2. Sign Surface: Minimum 3/4-inch exterior grade plywood.

1.7.2.3. Sign shall be mounted on 4"x4" wooden posts embedded at least thirty six (36) inches into the soil or placed in concrete.

1.7.2.4. Paint: Exterior quality, of type and colors selected by the District and/or the Architect.

1.7.3. Fabrication:

1.7.3.1. Contractor shall fabricate to provide smooth, even surface for painting.

1.7.3.2. Size: 4'-0" x 8'-0", unless otherwise indicated.

1.7.3.3. Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.

1.7.3.4. Text and Graphics: As indicated.

1.8. PUBLICITY RELEASES

Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s). Contractor shall not bring anyone onto the Project Site(s) during or after construction for the purpose of publicity or marketing without prior written permission of the District.

SITE STANDARDS

1. GENERAL

1.1. REQUIREMENTS OF THE DISTRICT

1.1.1. Drug-Free Schools and Safety Requirements:

- 1.1.1.1. No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Contractor-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 1.1.1.2. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.
- 1.1.1.3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

- 1.1.2. **Language:** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.1.3. Disturbing the Peace (Noise and Lighting):

- 1.1.3.1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- 1.1.3.2. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.
- 1.1.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.1.4. Traffic:

- 1.1.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require. Contractor shall not have any deliveries to the Project during the hour before school begins at the Site and during the half hour after school ends at the Site without prior written permission from the Construction Manager or the District.
- 1.1.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.
- 1.1.4.3. District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
- 1.1.4.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.
- 1.1.4.5. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion

of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

TEMPORARY TREE AND PLANT PROTECTION

WHERE SUBSTANTIAL TREE PROTECTION WILL BE REQUIRED ON THE SITE, OBTAIN AN ARBORIST TO REVIEW THIS DOCUMENT PRIOR TO CONSTRUCTION.

1. GENERAL

1.1. SUMMARY

This Document includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.2. DEFINITIONS

Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.3. SUBMITTALS

- 1.3.1. Product Data: For each type of product indicated.
- 1.3.2. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- 1.3.3. Qualification Data: For tree service firm and arborist.
- 1.3.4. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- 1.3.5. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.4. QUALITY ASSURANCE

- 1.4.1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project Site(s) during execution of tree protection and trimming.
- 1.4.2. Arborist Qualifications: An arborist certified by ISA (International Society of Arboriculture) or licensed in the jurisdiction where Project is located.
- 1.4.3. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
 - 1.4.3.1. Before tree protection and trimming operations begin, meet with District to review tree protection and trimming procedures and responsibilities.

2. PRODUCTS

2.1. MATERIALS

- 2.1.1. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.
- 2.1.2. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 2.1.2.1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
- 2.1.3. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- 2.1.4. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- (3-mm-) diameter wire; a minimum of 48 inches (1200 mm) high; with 1.9-inch- (48-mm-) diameter line posts; 2-3/8-inch- (60-mm-) diameter terminal and corner posts; 1-5/8-inch- (41-mm-) diameter top rail; and 0.177-inch- (4.5-mm-) diameter bottom tension

- 2.1.5. Select mulch as recommended by arborist or landscape architect.
- 2.1.6. Organic Mulch: Use shredded hardwood, ground or shredded bark, or wood and bark chips, all free of deleterious materials.

3. EXECUTION

3.1. PREPARATION

- 3.1.1. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
- 3.1.2. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
- 3.1.3. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- 3.1.4. Mulch areas inside tree protection zones and other areas indicated.
 - 3.1.4.1. Select mulch as recommended by arborist or landscape architect.
 - 3.1.4.2. Apply 2-inch (50-mm) to 3-inch (75-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm)] of tree trunks.
- 3.1.5. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- 3.1.6. Maintain tree protection zones free of weeds and trash.
- 3.1.7. Do not allow fires within tree protection zones.

3.2. EXCAVATION

- 3.2.1. Install shoring or other protective support systems to minimize sloping or benching of excavations where construction or utility excavation is near trees to be protected.
- 3.2.2. Do not excavate within tree protection zones, unless otherwise indicated.
- 3.2.3. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
 - 3.2.3.1. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- 3.2.4. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
 - 3.2.4.1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3. REGRADING

- 3.3.1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.
- 3.3.2. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.
 - 3.3.2.1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- 3.3.3. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

- 3.3.4. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
 - 3.3.4.1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above elevation of finish grade and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches (150 mm) below elevation of grade.
 - 3.3.4.2. Place filter fabric with edges overlapping 6 inches (150 mm) minimum.
 - 3.3.4.3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.
- 3.4. **TREE PRUNING**
 - 3.4.1. Prune trees to remain that are affected by temporary and permanent construction.
 - 3.4.2. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
 - 3.4.3. Pruning Standards: Prune trees according to ANSI A300 (Part 1), as recommended by arborist report.
 - 3.4.4. Adjust pruning requirements per arborist's recommendations.
 - 3.4.5. Cut branches with sharp pruning instruments; do not break or chop.
 - 3.4.6. Modify below to specific project requirements.
 - 3.4.7. Chip removed tree branches and dispose of or spread over areas identified by District.
- 3.5. **TREE REPAIR AND REPLACEMENT**
 - 3.5.1. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 - 3.5.2. Remove and replace trees indicated to remain that die or are damaged during construction operations or that are incapable of restoring to normal growth pattern.
 - 3.5.2.1. Provide new trees of 6-inch (150-mm) caliper size and of a when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced. Plant and maintain new trees as specified in Contract Documents.
 - 3.5.3. Where recommended by arborist report, aerate surface soil, compacted during construction, 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch (50-mm) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.
- 3.6. **DISPOSAL OF WASTE MATERIALS**
 - 3.6.1. Burning is not permitted.
 - 3.6.2. Disposal: Remove excess excavated material and displaced trees from Site.

STORM WATER POLLUTION PREVENTION PLAN – CONSTRUCTION

PURSUANT TO THE PROVISIONS OF EXHIBIT D AND THE CONTRACT DOCUMENTS, CONTRACTOR SHALL PERFORM THE WORK OF THE PROJECT RELATED TO BEING THE DISTRICT'S QUALIFIED SWPPP (STORM WATER POLLUTION PREVENTION PLAN) PRACTITIONER ("QSP"). THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING PROVISIONS AND THE SWPPP. IF THE SWPPP CONTAINS OTHER MORE DETAILED OR CONFLICTING PROVISIONS AND/OR REQUIRES THE CONTRACTOR TO TAKE OTHER ACTIONS OR ACTIVITIES, THE CONTRACTOR MUST COMPLY WITH THE SWPPP.

1. INTRODUCTION

- 1.1. In order to enroll in the construction storm water permit and before construction activities begin, the District will file certain submittals referred to as Permit Registration Documents (PRDS) with the Regional Water Quality Control Board.

2. GENERAL

The Clean Water Act and Porter Cologne Water Quality Act prohibit the discharge of any water containing pollutants from certain construction sites unless a National Pollutant Discharge Elimination System permit is first obtained and followed. The National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Storm Water Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the California State Water Resources Control Board (State Water Board) authorizes the discharge of storm water and certain non-storm water from construction sites if certain conditions and measures are taken. The District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit.

3. SUBMITTALS

3.1. GENERAL

All submittals shall be made in a form conducive for the District to electronically upload the approved submittals to the Storm water Multi-Application Reporting and Tracking System (SMARTS).

3.2. RAIN EVENT ACTION PLAN (REAP)

- 3.2.1. A Rain Event Action Plan (REAP) is a written document, specific for each rain event. A REAP should be designed that when implemented it protects all exposed portions of the site within 48 hours of any likely. The General Permit requires Risk Level 2 and 3 dischargers to develop and implement a REAP designed to protect all exposed portions of their sites within 48 hours prior to any likely precipitation event. The REAP requirement is designed to ensure that the discharger has adequate materials, staff, and time to implement erosion and sediment control measures that are intended to reduce the amount of sediment and other pollutants generated from the active site. A REAP must be developed when there is likely a forecast of 50% or greater probability of precipitation in the project area. (The National Oceanic and Atmospheric Administration (NOAA) defines a chance of precipitation as a probability of precipitation of 30% to 50% chance of producing precipitation in the project area.¹⁴ NOAA defines the probability of precipitation (PoP) as the likelihood of occurrence (expressed as a percent) of a measurable amount (0.01 inch or more) of liquid precipitation (or the water equivalent of frozen precipitation) during a specified period of time at any given point in the forecast area.) Forecasts are normally issued for 12- hour time periods.
- 3.2.2. If the District's QSD determines that the site is a Risk Level 2 or 3 the Contractor's QSP shall prepare the REAP for the Work in compliance with the General Permit and the SWPPP.

3.3. RECORDS

All electronic and hardcopy records required by the Construction Storm Water Permit shall be submitted to the District within seven (7) Days of Completion of the Project.

4. PERMIT REGISTRATION DOCUMENTS

Prior to any activities on Site that disturb the Site's surface, the Permit Registration Documents (PRDs) required by the Construction Storm Water Permit must be filed with the Regional Water Quality Control Board. The District

shall file the PRDs with the Regional Water Quality Control Board to activate coverage under the Construction Storm Water Permit.

5. IMPLEMENTATION REQUIREMENTS

- 5.1. Contractor shall not conduct any activities that may affect the Site's construction runoff water quality until the District provides Contractor with the Waste Discharger Identification Number (WDID) assigned to this Project by the State Water Board.
- 5.2. Contractor shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the District for response.
- 5.3. Contractor shall designate in writing to the District a Qualified SWPPP Practitioner (QSP) who shall be responsible for implementing the SWPPP, REAP (if applicable), ATS (if applicable), conducting non-storm water and storm water visual observations, and for ensuring that all best management practices (BMPs) required by the SWPPP and General Permit are properly implemented and maintained.
- 5.4. All measures required by the SWPPP shall be implemented concurrent with the commencement of construction. Pollution practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.
- 5.5. Contractor shall ensure that all measures are properly maintained and repaired to protect the water quality of discharges.

6. INSPECTION, SAMPLING, ANALYSIS, AND RECORD KEEPING REQUIREMENTS

The Contractor's QSP shall conduct all required visual observations, sampling, analysis, reporting, and record keeping required by the SWPPP and the Construction Storm Water Permit.

7. REPORTING REQUIREMENTS

Contractor shall prepare and provide all the reports, which include, but are not limited to the Annual Report and any NEL Violation Reports or NAL Exceedance Reports, all of which are required by the SWPPP and the Construction Storm Water Permit.

8. ANNUAL REPORT

By August 1 of each year (defined as July 1 to June 30) that had at least one continuous three (3) month period coverage under the General Permit, Contractor shall complete and submit to the District an Annual Report, as required by the General Permit. If the Project is complete prior to August 1, Contractor shall submit the report prior to acceptance of the Project.

9. COMPLETION OF WORK

- 9.1. Clean-up shall be performed as each portion of the work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent SWPPP devices shall be in place and maintained in good condition.
- 9.2. At Completion of Work, Contractor shall inspect installed SWPPP devices, and present the currently implemented SWPPP with all backup records to the District.

10. NOTICE OF TERMINATION (NOT)

A Notice of Termination (NOT) must be submitted by the Contractor to the District for electronic submittal by the Legally Responsible Person via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the Project Site(s) that demonstrate final stabilization has been achieved. The NOT shall be submitted to the District on or before the Contractor submits its final application for payment. If the Regional Water Board rejects the NOT for any reason, the Contractor shall revise the NOT as many times as necessary to get the Regional Water Board's approval. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

11. QUALITY ASSURANCE

- 11.1. Before performing any of the obligations indicated herein, the Contractor's QSP shall meet the training and certification requirements in the Construction Storm Water Permit.
- 11.2. Contractor shall perform the Work in strict compliance with the approved SWPPP, REAP, ATS, and the Construction Storm Water Permit.

- 11.3. Contractor shall conduct at least a one-hour training session on the requirements of the SWPPP for each employee before an employee conducts any construction on the Site. Contractor shall maintain documentation of this employee training at the site for review by the District or any regulatory agency.
12. **PERFORMANCE REQUIREMENTS**
 - 12.1. The Storm Water Pollution Prevention Plan is a minimum requirement. Revisions and modifications to the SWPPP are acceptable only if they maintain levels of protection equal to or greater than originally specified.
 - 12.2. Read and be thoroughly familiar with all of the requirements of the SWPPP.
 - 12.3. Inspect and monitor all work and storage areas for compliance with the SWPPP prior to any anticipated rain.
 - 12.4. Complete any and all corrective measures as may be directed by the regulatory agency.
 - 12.5. **Penalties:** Contractor shall pay any fees and any penalties that may be imposed by the regulatory agency for non-compliance with SWPPP during the course of Work.
 - 12.6. **Costs:** Contractor to pay all costs associated with the implementation of the requirements of the SWPPP in order to maintain compliance with the Permit. This includes installation of all Housekeeping BMPs, General Site and Material Management BMPs, Inspection requirements, maintenance requirements, and all other requirements specified in the SWPPP.
13. **MATERIALS**

All temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.

MATERIALS AND EQUIPMENT

1. GENERAL

1.1. MATERIAL AND EQUIPMENT

- 1.1.1. Only items approved by the District and/or Architect shall be used.
- 1.1.2. Contractor shall submit lists of Products and other Product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.2. MATERIAL AND EQUIPMENT COLORS

- 1.2.1. The Contractor shall comply with all schedule(s) of colors provided by the District and/or Architect.
- 1.2.2. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- 1.2.3. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.3. DELIVERY, STORAGE, AND HANDLING

- 1.3.1. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- 1.3.2. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- 1.3.3. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- 1.3.4. Except for items that the District has approved, in writing, for Contractor to store off-site, all materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- 1.3.5. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished pursuant to the Contract Documents.
- 1.3.6. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site(s) not have storage area available, the Contractor shall provide for off-site storage at no cost to District.
- 1.3.7. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

2. PRODUCTS

2.1. MANUFACTURERS

- 2.1.1. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- 2.1.2. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.2. FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely

performance of Work.

2.3. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work, listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

3. EXECUTION

3.1. WORKMANSHIP

3.1.1. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

3.1.2. Work shall be executed by tradespersons skilled in their respective field of work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.2. COORDINATION

3.2.1. Contractor shall coordinate installation of materials and equipment so as to not interfere with installation of other work. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.

3.2.2. Contractor shall examine in-place materials and equipment for readiness, completeness, fitness to be concealed or to receive Work, and compliance with Contract Documents. Concealing or covering work constitutes acceptance of additional cost which will result should in-place materials and equipment be found unsuitable for receiving other work or otherwise deviating from the requirements of the Contract Documents.

3.3. COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and in accordance with Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.4. APPROVED INSTALLER OR APPLICATOR

Contractor shall ensure that all installations are only performed by a manufacturer's approved installer or applicator.

3.5. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of manufacturer's representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

DELIVERY, STORAGE AND HANDLING

1. GENERAL

1.1. PRODUCTS

- 1.1.1. Products are as defined in the General Construction Provisions (Exhibit D to the Facilities Lease).
- 1.1.2. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- 1.1.3. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.2. TRANSPORTATION AND HANDLING

- 1.2.1. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- 1.2.2. Contractor shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.
- 1.2.3. Contractor shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

1.3. STORAGE AND PROTECTION

- 1.3.1. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive Products in weather-tight, climate controlled enclosures.
- 1.3.2. Contractor shall place fabricated Products that are stored outside, on above-ground sloped supports.
- 1.3.3. Contractor shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection.
- 1.3.4. Contractor shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- 1.3.5. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- 1.3.6. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- 1.3.7. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

CONTRACT CLOSEOUT AND FINAL CLEANING

1. GENERAL

1.1. CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease).

1.2. FINAL CLEANING

- 1.2.1. Contractor shall execute final cleaning prior to final inspection.
- 1.2.2. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- 1.2.3. Contractor shall clean equipment and fixtures to a sanitary condition.
- 1.2.4. Contractor shall replace filters of operating equipment.
- 1.2.5. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- 1.2.6. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- 1.2.7. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.3. ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.4. RECORD DOCUMENTS AND SHOP DRAWINGS

Contractor shall legibly mark each item to record actual construction, including:

- 1.4.1. Measured depths of foundation in relation to finish floor datum.
- 1.4.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
- 1.4.3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- 1.4.4. Field changes of dimension and detail.
- 1.4.5. Details not on original Contract Drawings
- 1.4.6. Changes made by modification(s).
- 1.4.7. References to related Shop Drawings and modifications.
- 1.4.8. Contractor will provide one set of Record Drawings to District in an electronic format and one set on paper.
- 1.4.9. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.5. INSTRUCTION OF DISTRICT PERSONNEL

- 1.5.1. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- 1.5.2. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six (6) months.
- 1.5.3. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.4. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- 1.5.5. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.6. Contractor shall be available for up to two (2) four-hour sessions of additional training of District personnel at any time within the first year of operation of the Site.

1.6. SPARE PARTS AND MAINTENANCE MATERIALS

- 1.6.1. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- 1.6.2. Contractor shall provide District all required Operation and Maintenance Data.

FIELD ENGINEERING

1. GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the Project, including, without limitations:
 - 1.1.1.1. Survey work required in execution of the Project.
 - 1.1.1.2. Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.2. QUALIFICATIONS OF SURVEYOR OR ENGINEERS

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.3. SURVEY REFERENCE POINTS

- 1.3.1. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- 1.3.2. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:
 - 1.3.2.1. Make no changes or relocation without prior written notice to District and Architect.
 - 1.3.2.2. Report to District and Construction Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 1.3.2.3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.4. RECORDS

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.5. SUBMITTALS

- 1.5.1. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Construct Manager prior to its/their work on the Project.
- 1.5.2. On request of District and Construction Manager, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- 1.5.3. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

2. EXECUTION

2.1. COMPLIANCE WITH LAWS

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

2.2. NONCONFORMING WORK

Contractor is responsible for any re-surveying required by correction of nonconforming work.

CUTTING AND PATCHING

1. GENERAL

1.1. CUTTING AND PATCHING

- 1.1.1. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1.1.1.1. Make several parts fit together properly.
 - 1.1.1.2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 1.1.1.3. Remove and replace defective Work.
 - 1.1.1.4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 1.1.1.5. Remove Samples of installed Work as specified for testing.
 - 1.1.1.6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 1.1.1.7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- 1.1.2. In addition to Contract requirements, upon written instructions from District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- 1.1.3. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.
- 1.1.4. Contractor shall not cut and patch operating elements and safety related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1.1.4.1. Primary operational systems and equipment.
 - 1.1.4.2. Air or smoke barriers.
 - 1.1.4.3. Fire-suppression systems.
 - 1.1.4.4. Mechanical systems piping and ducts.
 - 1.1.4.5. Control systems.
 - 1.1.4.6. Communication systems.
 - 1.1.4.7. Conveying systems.
 - 1.1.4.8. Electrical wiring systems.
- 1.1.5. Contractor shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing capacity to perform as intended, or that results in increased maintenance or decreased operational life of safety. Miscellaneous elements include the following:
 - 1.1.5.1. Water, moisture or vapor barriers.
 - 1.1.5.2. Membranes and flashings.
 - 1.1.5.3. Exterior curtain-wall construction.
 - 1.1.5.4. Equipment supports.
 - 1.1.5.5. Piping, ductwork, vessels and equipment.
 - 1.1.5.6. Noise and vibration control elements and systems.
 - 1.1.5.7. Shoring, bracing and sheeting.

1.2. SUBMITTALS

- 1.2.1. Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration (Request) at least ten (10) Days prior to any cutting or alterations that may affect the structural safety of Project, or work of others, including the following:

- 1.2.1.1. The work of the District or other trades.
 - 1.2.1.2. Structural value or integrity of any element of Project.
 - 1.2.1.3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 - 1.2.1.4. Efficiency, operational life, maintenance or safety of operational elements.
 - 1.2.1.5. Visual qualities of sight-exposed elements.
- 1.2.2. Contractor's Request shall also include:
 - 1.2.2.1. Identification of Project.
 - 1.2.2.2. Description of affected Work.
 - 1.2.2.3. Necessity for cutting, alteration, or excavations.
 - 1.2.2.4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - 1.2.2.5. Description of proposed Work:
 - 1.2.2.5.1. Scope of cutting, patching, alteration, or excavation.
 - 1.2.2.5.2. Trades that will execute Work.
 - 1.2.2.5.3. Products proposed to be used.
 - 1.2.2.5.4. Extent of refinishing to be done.
 - 1.2.2.6. Alternates to cutting and patching.
 - 1.2.2.7. Cost proposal, when applicable.
 - 1.2.2.8. The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
 - 1.2.2.9. Written permission of other trades whose Work will be affected.
- 1.3. QUALITY ASSURANCE**
 - 1.3.1. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
 - 1.3.2. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.
- 1.4. PAYMENT FOR COSTS**
 - 1.4.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
 - 1.4.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Construction Provisions (Exhibit D to the Facilities Lease). Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.
- 2. PRODUCTS**
 - 2.1. MATERIALS**
 - 2.1.1. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
 - 2.1.2. Materials to be cut and patched include those damaged by the performance of the

Work.

3. EXECUTION

3.1. INSPECTION

- 3.1.1. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
- 3.1.2. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease) and shall proceed with Work as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease) by District.

3.2. PREPARATION

- 3.2.1. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- 3.2.2. Contractor shall provide devices and methods to protect other portions of Project from damage.
- 3.2.3. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.3. ERECTION, INSTALLATION AND APPLICATION

- 3.3.1. With respect to performance, Contractor shall:
 - 3.3.1.1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - 3.3.1.2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - 3.3.1.3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
 - 3.3.1.4. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - 3.3.1.5. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - 3.3.1.6. Sight-exposed finished surfaces.
- 3.3.2. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- 3.3.3. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- 3.3.4. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- 3.3.5. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

OPERATION AND MAINTENANCE DATA

1. GENERAL

1.1. QUALITY ASSURANCE

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.2. FORMAT

- 1.2.1. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- 1.2.2. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- 1.2.3. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- 1.2.4. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- 1.2.5. Contractor shall provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.
- 1.2.6. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- 1.2.7. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.3. CONTENTS, EACH VOLUME

- 1.3.1. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.
- 1.3.2. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- 1.3.3. Product Data: Contractor shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.
- 1.3.4. Drawings: Contractor shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- 1.3.5. Text: The Contractor shall include any and all information as required to supplement Product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.4. MANUAL FOR MATERIALS AND FINISHES

- 1.4.1. Building Products, Applied Materials, and Finishes: Contractor shall include Product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured Products.
- 1.4.2. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 1.4.3. Moisture Protection and Weather Exposed Products: Contractor shall include Product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- 1.4.4. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.

- 1.4.5. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.5. MANUAL FOR EQUIPMENT AND SYSTEMS

- 1.5.1. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- 1.5.2. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.
- 1.5.3. Contractor shall include color coded wiring diagrams as installed.
- 1.5.4. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- 1.5.5. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- 1.5.6. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- 1.5.7. Contractor shall include manufacturer's printed operation and maintenance instructions.
- 1.5.8. Contractor shall include sequence of operation by controls manufacturer.
- 1.5.9. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- 1.5.10. Contractor shall provide control diagrams by controls manufacturer as installed.
- 1.5.11. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- 1.5.12. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- 1.5.13. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- 1.5.14. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- 1.5.15. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.6. SUBMITTAL

- 1.6.1. Concurrent with the Submittal Schedule as indicated in the General Construction Provisions (Exhibit D to the Facilities Lease), Contractor shall submit to the District for review two (2) copies of a preliminary draft of proposed formats and outlines of the contents of the Manual.
- 1.6.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) Days after acceptance of that equipment or component.
- 1.6.3. On or before the Contractor submits its final application for payment, Contractor shall submit two (2) copies of a complete Manual in final form. The District will provide comments to Contractor and Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- 1.6.4. Contractor must submit two (2) copies of revised Manual in final form within ten (10) Days after receiving District's comments. Failure to do so will be a basis for the District withholding funds sufficient to protect itself for Contractor's failure to provide a final

Manual to the District. All final documents to be concurrently provided to the District in an electronic format.

WARRANTIES

1. GENERAL

1.1. FORMAT

- 1.1.1. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- 1.1.2. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- 1.1.3. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or work item is specified.
- 1.1.4. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.2. PREPARATION

- 1.2.1. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) Days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.
- 1.2.2. Contractor shall verify that warranties are in proper form, contain full information, and are notarized, when required.
- 1.2.3. Contractor shall co-execute submittals when required.
- 1.2.4. Contractor shall retain warranties until time specified for submittal.

1.3. TIME OF SUBMITTALS

- 1.3.1. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) Days after acceptance of that equipment or component.
- 1.3.2. On or before the Contractor submits its final application for payment, Contractor shall submit all warranties and related documents in final form. The District will provide comments to Contractor and Contractor must revise the content of the warranties as required by District prior to District's approval of Contractor's final Application for Payment.
- 1.3.3. For items of Work that are not completed until after the date of Completion, Contractor shall provide an updated warranty for those item(s) of Work within ten (10) Days after acceptance, listing the date of acceptance as start of warranty period.

RECORD DOCUMENTS

1. RECORD DRAWINGS

1.1. GENERAL

- 1.1.1. "Record Drawings" may also be referred to in the Contract as "As-Built Drawings."
- 1.1.2. As indicated in the Contract Documents, District will provide Contractor with one set of reproducible plans of the original Contract Drawings.
- 1.1.3. Contractor shall maintain at each Project Site(s) one (1) set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of the Project Record Drawings ("As-Built") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Built shall be available at the Project Site(s). The Contractor shall submit reproducible documents at the conclusion of the Project following review of the red-lined prints.
- 1.1.4. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- 1.1.5. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor
- 1.1.6. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

1.2. RECORD DRAWING INFORMATION

- 1.2.1. Contractor shall record the following information:
 - 1.2.1.1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - 1.2.1.2. Actual numbering of each electrical circuit.
 - 1.2.1.3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
 - 1.2.1.4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
 - 1.2.1.5. Installed location of all cathodic protection anodes.
 - 1.2.1.6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
 - 1.2.1.7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
 - 1.2.1.8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.
- 1.2.2. In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.
- 1.2.3. Contractor shall provide additional drawings as necessary for clarification.
- 1.2.4. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

2. RECORD SPECIFICATIONS

Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

3. MAINTENANCE OF RECORD DOCUMENTS

- 3.1. Contractor shall store Record Documents apart from documents used for construction as follows:
 - 3.1.1. Provide files and racks for storage of Record Documents.
 - 3.1.2. Maintain Record Documents in a clean, dry, legible condition and in good order.

- 3.2.** Contractor shall not use Record Documents for construction purposes.

COMMISSIONING

1. RELATED DOCUMENTS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1. LEED Certification Sustainable Design Requirements.

2. SUMMARY

- 2.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- 2.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- 2.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.
- 2.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

3. DESCRIPTION

The following applies to all Contract Documents:

- 3.1. **Contractor Startup:** Sub-phase of Contractor's work ending with Acceptance of Work, during which Contractor performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - 3.1.1. The District, Construction Manager and Architect and the Inspector shall be present to observe, inspect and identify deficiencies in building systems operations.
- 3.2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the District, Construction Manager and Architect.
- 3.3. **Fine Tuning:** Fine tuning is the responsibility of Contractors after District occupancy and ending one (1) year after District occupancy. During this time, the Contractor is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.
 - 3.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.
 - 3.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

4. DEFINITION OF TERMS

- 4.1. **Contractor's Pre-Commissioning Checklists:** Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- 4.2. **Installation Verification Process:** Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Contractor shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.
- 4.3. **Functional Performance Testing Process:** Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Contractor certifies that systems are 100% complete and ready for functional testing. The Contractor will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 4.4. **Deficiencies and Resolutions List:** Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

5. COMMISSIONING SCHEDULE

- 5.1. Provide schedules for Contractor Start-Up work.

- 5.2. Incorporate in overall construction schedule.
 - 5.3. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one (1) year from date of occupancy by the District.
- 6. CONTRACTOR RESPONSIBILITIES**
- 6.1. Provide utility services required for the commissioning process.
 - 6.2. Contractor is responsible for construction means, methods, job safety, and/or management function related to commissioning on the Project Site.
 - 6.3. Contractor shall assign representatives with expertise and authority to act on behalf of Contractor and schedule the representatives to participate in and perform commissioning team activities including, but not limited to, the following:
 - 6.3.1. Participate in design and construction-phase coordination meetings.
 - 6.3.2. Participate in maintenance orientation and inspection.
 - 6.3.3. Participate in operation and maintenance training sessions.
 - 6.3.4. Participate in final review.
 - 6.3.5. Certify that Work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.
 - 6.3.6. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 - 6.3.7. Review and comment on final commissioning documentation.
 - 6.4. Contractor shall integrate all commissioning activities into Contractor's Construction Schedule.
 - 6.5. Contractor's Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule the representatives to participate in and perform commissioning team activities including, but not limited to, the following:
 - 6.5.1. Participate in design and construction-phase coordination meetings.
 - 6.5.2. Participate in maintenance orientation and inspection.
 - 6.5.3. Participate in procedures meeting for testing.
 - 6.5.4. Participate in final review.
 - 6.5.5. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to Commissioning Authority for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.
 - 6.5.6. Provide information to the Commissioning Authority for developing construction phase commissioning plan.
 - 6.5.7. Participate in training sessions for District's operation and maintenance personnel.
 - 6.5.8. Provide updated Project Record Documents to Commissioning Authority on a daily basis.
 - 6.5.9. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the Commissioning Authority, as specified in Division 01 Document "Operation and Maintenance Data."
 - 6.5.10. Provide technicians who are familiar with the construction and operation of installed systems, who shall execute the test procedures developed by the Commissioning Authority, and who shall participate in testing of installed systems, subsystems, and equipment.
- 7. SUBMITTALS**
- 7.1. Submit Draft and Final Contractor Start-up Forms as described in this Document. Submit Draft Report for Construction Manager and Architect's review and comment prior to Final Submission. Submit Final Report not later than twenty weeks before scheduled date of Acceptance of Work.
 - 7.2. Prepare and submit one copy of report form to be used in preparation of system reports for:
 - 7.2.1. Food Service Equipment.
 - 7.2.2. Gymnasium Equipment and Scoreboards
 - 7.2.3. Laboratory Fume Hoods
 - 7.2.4. Elevators
 - 7.2.5. Each mechanical system specified in Division 15.

- 7.2.6. Each Electrical system specified in Division 16.
- 7.3.** Each System Report shall be submitted including the following:
- 7.3.1. Project Name
 - 7.3.2. Name of System
 - 7.3.3. Index of report's content
 - 7.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.
 - 7.3.5. Space to record equipment and operational problems which cannot be corrected with scheduled Contractor Start-Up program and which may delay Acceptance of Work.
 - 7.3.6. Manufacturer's equipment start-up reports.
 - 7.3.7. Systems' testing, balancing, and adjusting reports.
 - 7.3.8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

8. QUALITY ASSURANCE

- 8.1.** Training Instructor Qualifications: Contractor shall provide factory-authorized service representatives, experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.
- 8.2.** Test Equipment Calibration: Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments (per NIST requirements if applicable) immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.

9. EQUIPMENT & SYSTEM SCHEDULE

The following equipment shall be commissioned in this Project:

System	Equipment	Note	Req'd by LEED
HVAC System	Chillers		X
	Boilers		X
	Pumps		X
	Cooling towers		X
	Variable frequency drives		X
	Air handlers		X
	Packaged AC units		X
	Terminal units for Office areas	2	X
	Unit heaters		X
	Heat exchangers		X
	Exhaust fans		X
	Supply fans		X
	Return fans		X
Building Management System	Sequences of Operation, Monitored Points, and Alarms		X
	Metering/Monitoring Devices and Equipment		X
	Software Commissioning, GUI presentation commissioning, system access performance criteria, software tools/source code commissioning, instrument data sheets, middleware commissioning, Internet Protocol commissioning		
Electrical System	Sweep or scheduled lighting controls	2	X

	Daylight dimming controls		X
	Lighting occupancy sensors		X
	Electrical grounding		
Plumbing System	Domestic water heaters		X
Security Alarm Systems	Security cameras and monitoring system personal duress alarm system; Intercom system; Paging System.		
System	Equipment	Note	Req'd by LEED
Security Electronics	Security plumbing fixture water management system.		
	Door Controls.		
	Fire alarm system.		
	Distributed radio antenna system.		
	Access control system.		
Courtroom Systems	Room acoustics.		
	Sound masking system.		
	Assisted listening.		
	Video projection.		
	Audio system.		
	Lighting and lighting controls.		X
Fire/Life Safety Systems	All devices		
	Alarm drivers		
	HVAC/Fire System Integration		
	Event Notifying and Reporting Systems		
Communication System			

9.1. SYSTEM FAILURES

- 9.2.** After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Contractor shall reimburse the District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

**EXHIBIT J
TO FACILITIES LEASE**

PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS

[IF PLANS ARE FINAL – PROVIDE A COMPLETE LIST OF ALL PLANS, TECHNICAL SPECS, AND OTHER DRAWINGS]

OR

[INCLUDE IF CONTRACTOR PERFORMS PRELIMINARY SERVICES AND PARTIES AMEND FOR GPC]: IF THE PARTIES AGREE TO A GUARANTEED PROJECT COST AND AMEND THE CONTRACT, THE PARTIES SHALL ALSO AMEND THIS EXHIBIT AND INCLUDE THE PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS FOR THE PROJECT PURSUANT TO THE CONTRACT.

**EXHIBIT K
TO FACILITIES LEASE**

REVISIONS TO CONTRACT DOCUMENTS

[MUST BE REVISED / SPECIFIED FOR EACH PROJECT]

FACILITIES LEASE

Section 3.4 (Operating School): The phasing plan shall be as follows:

- _____
- _____
- _____

Section 3.6 (No Work During Student Testing): The following dates and times apply to this section:

- Each January: Two (2) days (Finals)
- Each March: Two (2) days (CAHSEE)
- Each June: Two (2) days (Finals)
- Each April - May: Ten (10) days (STAR and AP)

EXHIBIT D TO FACILITIES LEASE

[OPTIONAL]: Section 5.6.3

5.6.3. Terms for Early Purchase Items

- 5.6.3.1. **Early Purchase Item(s).** The term “**Early Purchase Item(s)**” means the material(s) and equipment identified below that are to be purchased early by Contractor on the terms set forth in this section and in the quantities and at the price here:

<u>EQUIPMENT AND MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE</u>
[Insert Name of Item]	X	\$X,XXX
	X	\$X,XXX
	X	\$X,XXX
	X	\$X,XXX
	X	\$X,XXX
	TOTAL COST	\$XX,XXX

- 5.6.3.1. **Early Purchase Price (Total Purchase Price).** The term “**Early Purchase Price**” means the individual cost for any one (1) Early Purchase Item, and the term “**Total Early Purchase Price**” means the “Total Cost” of the Early Purchase Items identified above.
- 5.6.3.2. **Notice & Evidence of Order.** The District may, in its sole and absolute discretion, direct Contractor to purchase an Early Purchase Item(s) by issuing a written notice to purchase the Early Purchase Item(s) (“**Early Purchase Notice**”). Within **THREE (3)** calendar days of the issuance of the Early Purchase Notice, Contractor shall provide the District with a purchase order, bill of sale, bill of lading, invoice, or any other document identifying Contractor and/or its subcontractor as the title owner to Early Purchase Item(s) (“**Purchase Documentation**”).

- 5.6.3.3. **Proof of Receipt of Early Purchase Item.** Upon delivery of the Early Purchase Item(s) to Contractor, whether at the Project site or off-site, Contractor shall provide the District with verifiable documentation of the receipt of any Early Purchase Item(s) in the form of photographs specifically identifying:
- 5.6.3.3.1. The Early Purchase Item(s);
 - 5.6.3.3.2. The serial number(s) of each Early Purchase Item(s); and/or
 - 5.6.3.3.3. Other indicia authenticating the Early Purchase Item(s).
- 5.6.3.4. **Total Compensation.** The District shall pay Contractor for the Early Purchase Item(s) an amount **not to exceed** the Total Early Purchase Price. District shall pay Contractor for the Early Purchase Item(s) on the terms set forth below (each, a “**Early Purchase Payment**”):
- 5.6.3.4.1. **Upon Proof of Purchase (50%).** District shall pay Contractor **Fifty-Percent (50%)** of the Early Purchase Price for each Early Purchase Item identified in the Purchase Documentation, upon the District’s receipt of the Purchase Documentation.
 - 5.6.3.4.2. **Upon Delivery (25%).** District shall pay Contractor **Twenty-Five Percent (25%)** of the Early Purchase Price for each Early Purchase Item identified in the Purchase Documentation, upon delivery of the Early Purchase Item(s) to the Project site, or, if stored off-site, upon delivery of the Early Purchase Item(s) to the location for off-site storage.
 - 5.6.3.4.3. **Upon Installation (20%).** After the issuance of a Notice to Proceed for Construction Work the District shall pay Contractor **Twenty Percent (20%)** of the Early Purchase Price for each Early Purchase Item identified in the Purchase Documentation when:
 - 5.6.3.4.3.1. Contractor completes installation of the Early Purchase item;
 - 5.6.3.4.3.2. The installation is approved by the IOR and/ or Architect; and
 - 5.6.3.4.3.3. The District approves the Application for Payment of documenting the complete installation of the Early Purchase Item(s).
 - 5.6.3.4.4. **Retention.** District shall retain **Five Percent (5%)** of the amount owed to Contractor from each Early Purchase Payment. Retention shall be released when the Contractor achieves Completion of the Project consistent with the terms of **Exhibit D** to the Facilities Lease.
- 5.6.3.5. **Schedule of Values.** When Contractor prepares its Schedule of Values for construction of the Project, Contractor shall include a line item(s) for each Early Purchase Item consistent with the requirements **Exhibit D** to the Facilities Lease.
- 5.6.3.6. **Storage and Related Requirements.**
- 5.6.3.6.1. Contractor’s obligations to store the Early Purchase Item(s) shall comply with all requirements for storage of equipment and materials in **Exhibit D** to the Facilities Lease.
 - 5.6.3.6.2. If Contractor intends to store off-site any Early Purchase Item(s), Contractor shall comply with all requirements related to off-site storage in **Exhibit D** to the Facilities Lease.

5.6.3.6.3. In addition to the insurance requirements of the Contract, Contractor shall ensure that its policies of insurance comply with all requirements for protecting District property set forth in **Exhibit D** to the Facilities Lease.

5.6.3.7. **No Adjustment to the Contract Price or Contract Time.** Contractor expressly agrees and acknowledges that this process for the early purchase of equipment and materials herein is a contractual mitigation measure to avoid increased costs and to avoid delay(s) to the construction of the Project. The District's consent to this process hereunder shall in no way entitle the Contractor to an increase in the Guaranteed Project Cost or an extension of the Contract Time after the issuance of the Notice to Proceed for construction of the Project, unless otherwise permitted, and consistent with the requirements of, **Exhibit D** to the Facilities Lease.

[OPTIONAL]: Section 5.12.21.7 Health & Safety. This provision includes additional requirements related to the Contractor's responsibility related to the health of its workers and to the procedures it must follow related to COVID-19, and is in addition to the requirements already indicated in the Contract Documents including, without limitation, in the Agreement and the General Conditions.

[INCLUDE ALL DISTRICT-SPECIFIC, BOARD-APPROVED PROVISIONS, RESTRICTIONS, REQUIREMENTS, ETC., THAT CONTRACTORS ON SITE MUST COMPLY WITH.]

Section 6.2.1 [Staffing Requirement]: The minimum staffing for the Project shall be a competent:

- Project Manager,
- Full-time Construction Superintendent on each active component/project,
- Project Engineer, and
- Project Administrator

Contractor shall provide with its proposal the name and resume for each specific individual that it is proposing for each position. Those persons shall be made available for interviews with the District, if requested.

Section 7.3 Bidding for Subcontractor Work

7.3.1 CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.

7.3.2 Contractor agrees and acknowledges that the Subcontractor Procurement Process is integral to the Parties negotiating in good faith to agree upon a GMP. If Contractor fails to comply with any of its obligations to procure Subcontractors in the Contract Documents, it will be considered a material breach and Default of the Facilities Lease, and the District shall have the right to terminate the Facilities Lease.

Article 10 – CONTRACTOR'S SUBMITTALS AND SCHEDULES

Item	Description	Due Date
Construction Schedule	Must be in Microsoft Project or Primavera or Equivalent	Within 30 Days of District's Notice to Proceed.
Schedule of Values	With all the detail as required in Exhibit D.	Prior to the District's approval of the Contractor's first Application for Tenant Improvement Payment
Shop Drawings		Within 30 Days of District's Notice to Proceed.

Safety Plan		Within 30 Days of District's Notice to Proceed.
Complete Subcontractor List		Within 30 Days of District's Notice to Proceed.
Logistics Plan		Within 30 Days of District's Notice to Proceed.

Section 15.1.1.4: The number of days that must be exceeded to claim extra time for "Adverse Weather":

[ALTERNATIVELY: THE DISTRICT AND CONTRACTOR MAY NEGOTIATE A CUMULATIVE NUMBER OF DAYS FOR THE DURATION OF THE PROJECT.]

January	<u>7</u>	July	<u>0</u>
February	<u>7</u>	August	<u>0</u>
March	<u>4</u>	September	<u>0</u>
April	<u>3</u>	October	<u>2</u>
May	<u>1</u>	November	<u>2</u>
June	<u>1</u>	December	<u>2</u>

END OF DOCUMENT

**EXHIBIT L
TO FACILITIES LEASE**

AGREEMENT FOR PRELIMINARY SERVICES

This Agreement for Preliminary Services ("**Agreement**") dated June 24, 2025 ("**Effective Date**"), is made and entered into by and between the **Alameda Unified School District**, as lessor ("**District**"), and **Alten Construction, LLC** as lessee ("**Contractor**") (together, the "**Parties**").

WHEREAS, the District currently owns a parcel or parcels of land located at:

School Site(s) or Site(s)	Address
Encinal Jr. Sr. High School	210 Central Avenue, Alameda, CA 94501

WHEREAS, the District's Governing Board, in order to enable the District to utilize the lease-leaseback delivery method for future construction projects, adopted procedures for a fair and impartial solicitation process to evaluate qualifications and proposals to determine which proposer provides the "best value" pursuant to Education Code section 17406(a)(2) ("**Lease-Leaseback Procedures**"); and

WHEREAS, Education Code section 17406(a)(1) permits the District to utilize the lease-leaseback delivery method to enter into a lease whereby the District leases the project site to the contractor to construct the project, and the contractor then leases the project site back to the District; and

WHEREAS, prior to entering into the lease to construct the project, Education Code section 17406(b)(1) permits the District to enter into a contract for the performance of preliminary services before the Division of the State Architect ("**DSA**") approves the plans and specifications for a project so long as the contractor does not perform any services for which a contractor's license is required; and

WHEREAS, consistent with the Lease-Leaseback Procedures, the District issued a request for qualifications and proposals ("**RFQ/P**") to solicit proposals from qualified firms to perform both preliminary services and construction services for the District's construction of a new full-size gymnasium ("**Project**"), and through the RFQ/P the District intended to award both the performance of preliminary phase services and construction phases services to the successful contractor; and

WHEREAS, after receiving and scoring the proposals, the District determined that the Contractor presented the District the "best value" to the District and the District's Governing Board awarded the Project to the Contractor; and

WHEREAS, the District seeks to have the Contractor perform preliminary services as more fully described in **Attachment A** attached hereto ("**Preliminary Services**") pursuant to Education Code section 17406(b)(1), and the Contractor represents that it is able and qualified to perform Preliminary Services for the Lease-Leaseback Project prior to the Contractor providing construction phase services; and

WHEREAS, after the Contractor performs Preliminary Services, the Parties acknowledge that Contractor shall procure subcontractors, propose a Guaranteed Maximum Price / Guaranteed Project Cost ("**GMP**" or "**GPC**"), and the Parties shall enter into a Site Lease and Facilities Lease for the construction of the Lease-Leaseback Project based on the Contractor's response to the RFQ/P.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **One Project.** The Parties agree and acknowledge that consistent with the RFQ/P and relevant law, the District's intention is to award this Agreement and then the Lease-Leaseback Contract for the Project to the Contractor, all as one continuous project. Even so, if the Parties cannot agree on a GPC for the Lease-Leaseback Contract at the conclusion of the Preliminary Services, the District reserves the right to contract with another contractor to construct the Project.
2. **Part of the Facilities Lease.** The Parties acknowledge that this Agreement is **Exhibit L** to the Facilities Lease for the Project. The Facilities Lease was part of the RFQ/P for the Project and Contractor agreed to the Facilities Lease as to Form. The Facilities Lease and this Agreement shall be read collectively as one and document. Any reference herein to a term, provision, or exhibit in the Facilities Lease shall be read as incorporating that provision herein by reference, including, without limitation, the Subcontractor Procurement Process in **Exhibit H**, even if the Parties have yet to execute the Facilities Lease. If the Parties agree to a GPC, this Agreement shall become **Exhibit L** to the Facilities Lease.
3. **Services.**

- 3.1. The Contractor shall provide the services as described in **Attachment A**, attached hereto and incorporated herein by this reference ("**Services**" or "**Work**"). The scope of services will generally consist of the following:

Contractor shall perform Preliminary Services for the Project upon the District's issuance of a Notice to Proceed consistent with the Schedule.

- 3.2. Notwithstanding any provision contained in the Facilities Lease or this Agreement, Contractor shall not perform any Preliminary Services for which a Contractor is required to be licensed pursuant to Article 5 (commencing with Section 7065) of Chapter 9, Division 3 of the Business and Professions Code and/or for which DSA approval is required unless and until the District receives DSA approval for the Project.

Project. The "Project" as used in this Agreement is Contractor's performance of Services at or in connection with the construction of a new full-size gymnasium at Encinal Jr. Sr. High School, as further described in the Scope of Work for Preliminary Services attached hereto as **Attachment A**.

4. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the duration of the Services provided under this Agreement consistent with the Schedule.
 - 4.1. **Notice to Proceed.** Within a reasonable time after the Parties execute this Agreement, the District shall issue a Notice to Proceed to Contractor at which time Contractor shall commence the performance of the Services.
5. **Schedule.** If the District issues a Notice to Proceed for this phase of the Project on or before **April 1, 2026**, then Contractor shall complete the Work no later than **April 1, 2027**. Dates are subject to change by the District, including when and if the District and selected Contractor finalize the Contract.
6. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification

<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Bonds (as required or requested by District)

7. **Compensation.** The District shall pay Contractor for Contractor's performance of Preliminary Services a total fee **not to exceed Thirteen Thousand Dollars (\$13,000)** based on the amount of Work satisfactorily performed and approved by the District pursuant to the scope and provisions in **Attachment A** attached hereto and as indicated herein ("**Fee**"):

Item	Amount
Review of Design Documents	\$0
Value Engineering	\$0
Constructability Review	\$3,000
Confirm Modifications to Design Drawings	\$0
Budget of Project Costs	\$0
Construction Schedule and Phasing Plan	\$3,000
Construction Planning and Bidding	\$0
Site Investigation	\$7,000
Total	\$13,000

If the District requests that Contractor perform any extra work beyond the scope of the Preliminary Services, it shall be billed at hourly rates, not to exceed, the following:

<u>Job Title</u>	<u>Hourly Rate</u>
Project Manager	\$115
Constructability Review	\$115
Estimator	\$115
Scheduler	\$115

- 7.1. The Fee includes all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Lease-Leaseback Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Lease-Leaseback Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.
- 7.2. The Contractor shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5th) day of each month. The itemized statement shall reflect the hours spent, or scopes of work performed, by the Contractor in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The itemized statement shall show the days and hours worked each workday Contractor performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Contractor to submit its invoice for a particular month's work. No amounts shall be due or owing to the Contractor if it fails to submit an invoice to the District at or before the end of that grace period.
- 7.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) Days after the Contractor submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

8. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services, except as expressly provided for in this Agreement.
9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Contractor's Work, District being interested only in the results obtained.
10. **Contractor and Subcontractor Registration and Compliance.**
 - 10.1. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subcontractors. Contractor represents that all of its subcontractors are registered pursuant to Labor Code section 1725.5.
 - 10.2. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work Contractor to Section 1725.5 at the time the contract is awarded."
 - 10.3. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
 - 10.4. Contractor shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
 - 10.5. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
11. **Designated Representatives.** Contractor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
12. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as expressly provided for in this Agreement.

13. Performance of Services.

13.1. Standard of Care.

13.1.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

13.1.2. Contractor hereby represents, to the extent applicable, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

13.1.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

13.1.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

13.2. **Meetings.** In addition to all public hearings and meetings, Contractor agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

13.3. District Approval.

13.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.

13.3.2. Prior to any documents being made public, Contractor shall provide in draft form to District staff and District legal counsel, all documents that it or its subcontractors prepare.

14. Information.

14.1. **Furnished by District.** Upon request by Contractor, District shall furnish Contractor any information and documents readily available to District that the Contractor determines may be of use to the Contractor in the performance of the Services. District shall rely upon Contractor to determine which information and documents may be of use to the Contractor in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Contractor shall determine if it is appropriate to rely on the District furnished information or documents. Contractor shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

14.2. **Furnished by Others.** Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District.

Contractor shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Contractor shall determine if clarification, additional information, or additional data is needed.

15. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
16. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.
18. **Termination.**
 - 18.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) Days after the day the notice was mailed, whichever is sooner.
 - 18.2. **Without Cause by Contractor.** Contractor cannot terminate this Agreement without cause.
 - 18.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 18.3.1. material violation of this Agreement by the Contractor; or
 - 18.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 18.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within

three (3) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) Days cease and terminate. In the event of this termination, the District may secure the Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 18.4. **With Cause by Contractor.** Contractor may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

18.4.1. Material violation of this Agreement by the District, or

18.4.2. Failure of the District to timely pay undisputed Contractor invoices.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) Days cease and terminate. During the thirty (30) Days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Contractor.

- 18.5. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor under this Agreement shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Contractor privileged information, as defined by law, or Contractor's personnel information.

19. **Indemnification.** The Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property, except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein.

20. **Insurance.**

- 20.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. In addition to the information below, see the Facilities Lease for explanations for the scopes and types of coverages.

20.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General

Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)


20.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

rdh

20.1.3. Sexual Molestation and Abuse Liability Insurance. Contractor shall procure and maintain, during the life of this Contract, sexual molestation and abuse insurance. Contractor shall require its Subcontractor(s), if any, to procure and maintain sexual molestation and abuse insurance for any and all employee(s) of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

20.1.4. Professional Liability (Errors and Omissions). This insurance shall cover the Contractor and his/her subcontractors(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

Commercial General Liability (Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations)	Combined Single Limit	\$2,000,000
	General Aggregate Product Liability and Completed Operations	\$4,000,000 \$2,000,000
Automobile Liability – Any Auto	Combined Single Limit NO General Aggregate	\$2,000,000
Excess Liability (Umbrella)		\$6,000,000 per occurrence; \$6,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000 each incident

Sexual Abuse / Molestation		\$1,000,000 each incident; \$2,000,000 policy limit
Property of Others	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.
Professional Liability		\$2,000,000 per occurrence and annual aggregate

20.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

20.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) Days after date of mailing notice."

20.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

20.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

20.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

20.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

21. **Assignment.** The obligations and liabilities of the Contractor pursuant to this Agreement shall not be assigned voluntarily by the Contractor nor assigned by operation of law, without express written consent of the District.

22. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

23. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

24. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Contractor shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
25. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
26. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
27. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Contractor must submit, upon request by District, appropriate documentation to the District identifying the steps the Contractor has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
28. **Interaction with the Media and Public.** Contractor shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Contractor receives a complaint from a citizen or the community, Contractor shall promptly inform the District about the complaint.
29. **Taxes.** Contractor shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Contractor agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Contractor may be reported to the Internal Revenue Service.
30. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 31.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 31.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or

subcontractor(s).

32. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
33. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
34. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractors(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
35. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
36. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
ATTN: Monty Patterson

Alten Construction, LLC
1141 Marina Way
Richmond, CA 94804
ATTN: Robert Alten, President & CEO

With a copy to:
Orbach Huff & Henderson LLP
6200 Stoneridge Mall Rd., Ste. 225
Pleasanton, CA 94588
ATTN: Glenn Gould, Esq.

With a copy to:
Steven D. Martini
Alten Construction, LLC
1141 Marina Way
Richmond, CA 94804

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the Business Day next following delivery thereof to the overnight delivery service.

37. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
38. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Contractor waives any claim or right to remove an action on this Agreement to federal court.

39. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
40. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
41. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
42. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
43. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
44. **Calculation of Time.** For the purposes of this Agreement, "days" refers to Days unless otherwise specified.
45. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
46. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
47. **Incorporation of Recitals and Attachments.** The Recitals and each attachment attached hereto are hereby incorporated herein by reference.
48. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
49. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("**RFQ/RFP**"), the RFQ/RFP is incorporated into this Agreement, except that if there is any conflict between the RFQ/RFP and any provision of this Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Agreement, as of the Effective Date, and have directed and authorized their respective officers to execute this Agreement:

Alameda Unified School District

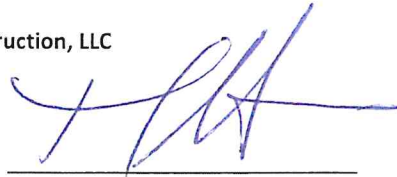
Alten Construction, LLC

Signature:



Monty Patterson
Senior Director of Construction

Signature:



Robert Alten
President & CEO

Signature:


Shariq Khan (06/18/2025 11:24 PDT)

Shariq Khan
Assistant Superintendent,
Business Services

Signature:

Gary K. Lym
President, Board of Education

Attachment A to Agreement for Preliminary Services

Scope of Services

1. **Scope of Contractor's Preliminary Services.** Contractor is authorized to perform the following services by applicable law and agrees to perform the services described herein. Contractor shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following ("**Preliminary Services**"):

1.1. General Services.

- 1.1.1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 1.1.2. Contractor shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.
- 1.1.3. Contractor shall assist the Architect with making formal presentations to the governing board of District.
- 1.1.4. Contractor shall prepare and update the preliminary Project schedule.
- 1.1.5. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
- 1.1.6. Contractor shall assist District with City land use issues;
- 1.1.7. Contractor shall assist District with DSA review, input, and timeframe for same;
- 1.1.8. Contractor shall provide review and comment upon geotechnical / soils investigation and report;
- 1.1.9. Contractor shall provide review and comment upon survey of the Project site;
- 1.1.10. Contractor shall provide review and comment upon any environmental impact report ("**EIR**") or other required California Environmental Quality Act ("**CEQA**") documents with District's CEQA consultant.

1.2. Review of Design Documents.

- 1.2.1. Contractor shall review Project design and budget with the District and the Architect **four (4)** times: during the Schematic Design Phase, the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:
 - 1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;
 - 1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited

to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

1.2.1.3. Contractor shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

1.2.1.4. Contractor shall provide plan review.

1.2.1.5. Value-engineering.

1.2.1.5.1. “Value Engineering” or “VE” as used herein shall mean an organized effort to analyze the functions of systems, equipment, facilities, services, and supplies depicted in the Plans and Specifications prepared by Architect (“Design Documents”) for the Project to identify equipment, materials or systems which provide for comparable function at reduced initial or life-time cost consistent with required performance, reliability, quality, and safety for similar types of school construction projects. Value Engineering shall include, without limitation, proposed changes to the Design Documents, or other contract requirements, consistent with industry practice in the construction of public schools.

1.2.1.5.2. Value Engineering is intended to enable a contractor to construct the Project more efficient and economically consistent with the Project’s goals and objectives, without sacrificing quality.

1.2.1.5.3. The Contractor shall perform Value Engineering for the Project as set forth herein at the 100% Design Development Phase and the 50% Construction Document Phase, to the extent applicable. Contractor shall perform Value Engineering concurrently with, and without delay to, the schedule attached to the applicable.

1.2.1.5.4. General Value Engineering Requirements

1.2.1.5.4.1. In performing Value Engineering, the Contractor shall, without limitation:

1.2.1.5.4.1.1. Identify all documents necessary for Contractor to fully understand the background and decisions that have influenced the design up to Design Development.

1.2.1.5.4.1.2. Coordinate with the District and Architect to obtain any further documentation necessary to develop this understanding.

1.2.1.5.4.1.3. Review relevant meeting minutes, master plans, District design guidelines, Design Documents and all other necessary documents related to the Project.

1.2.1.5.4.1.4. Analyze and understand key functional issues governing the Project, Project design, and Project systems so that Contractor understands how to best approach Value Engineering.

1.2.1.5.4.1.5. Develop an understanding of the District’s key criteria, objectives, and budgetary constraints with respect to the development of the Project.

1.2.1.5.4.1.6. The Contractor shall coordinate with the District and the Design Team as necessary in the performance of Value Engineering to ensure that the Contractor’s recommendations are consistent with the District’s criteria, objectives, and budgetary constraints

1.2.1.5.4.1.7. The Contractor shall consider all ways to provide function within the Project at a lesser initial or life-cycle-cost representing improved value to the District without sacrificing quality.

1.2.1.5.4.1.8. The Contractor shall coordinate with the Design Team to ensure that any recommendation is compliant with any authority having jurisdiction over the Project, including, without limitation, DSA.

1.2.1.5.5. Value Engineering Workshop

1.2.1.5.5.1. As part of the Value Engineering for each phase, the Contractor shall organize and conduct a value engineering workshop ("**Workshop**").

1.2.1.5.5.2. The Contractor shall invite the Architect to participate in the Workshop.

1.2.1.5.5.3. Prior to the Workshop, the Contractor and the Architect will provide all participants with a preliminary list of Value Engineering items for discussion and order of magnitude estimates of cost both for design and construction.

1.2.1.5.5.4. The Workshop will consist of an initial Project design review related to that phase of development, research of alternative solutions, and evaluations of alternatives. The Workshop will conclude with a review of design and construction costs, benefits of various items selected, and selection of items to be incorporated into the Project design.

1.2.1.5.5.5. The Contractor will incorporate the Workshop findings into the VE Report (as defined below) for that phase. Although the Workshop findings may include Value Engineering recommendations, Contractor shall perform its own, independent Value Engineering and provide any recommendations that are different or in addition to the Workshop findings.

1.2.1.5.6. VE Report

1.2.1.5.6.1. At the conclusion of Value Engineering for each phase of design, Contractor shall prepare a report ("**VE Report**") and submit the VE Report to the District. Each VE Report shall include recommendations for alternatives, deletions, or amendments to the Design Documents for the Project that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies.

1.2.1.5.6.2. The VE Report shall contain as an attachment the Workshop findings.

1.2.1.5.6.3. At a minimum, Contractor shall include the following in the VE Report:

1.2.1.5.6.3.1. Recommendation Narrative. A narrative describing the difference between the existing Design Documents and any change to the Design Documents, the comparative advantages and disadvantages of each, to the extent applicable, a justification if an item's function is being altered, and the effect of the change on system and facility performance.

1.2.1.5.6.3.2. Changes to Design Documents. A list and analysis of design criteria or specifications that must be changed if the District accepts the recommendation.

1.2.1.5.6.3.3. Hard Costs. A detailed estimate of the impact on Project cost of the recommendation, if accepted and implemented by the District.

1.2.1.5.6.3.4. Soft Costs / Maintenance Costs. A description and estimate of costs the District may incur in implementing the recommendation, including, without limitation, design costs, additional testing and inspections, and ongoing maintenance costs.

1.2.1.5.6.3.5. Life Cycle Costs. A prediction of any effects the proposed recommendation may have on life cycle cost.

1.2.1.5.6.3.6. Schedule Impacts. The effect the recommendation may have on design or construction schedules. The Contractor shall include the amount of Days the Project would expected to extended or reduced based upon the change, which shall be broken down by each individual task related to that scope of work (e.g., shop drawing submittals, lead times for the procurement of materials and supplies, construction, etc.).

1.2.1.5.6.4. Deliverables. Contractor shall submit one (1) hard copy and one (1) electronic .pdf of the VE Report to the District. Contractor shall also submit one (1) electronic .pdf version of the VE Report to the Architect.

1.2.1.5.7. VE Report Presentation / Meeting. After the submittal of the VE Report, and upon the District's request, the Contractor shall meet with the District to present the VE Report to the District and respond to any questions concerning the recommended changes in the VE Report.

1.2.1.5.8. District Review / Acceptance

1.2.1.5.8.1. Prior to authorizing the Architect's performance of next phase design services, the District shall review the VE Report and decide whether to accept in writing any changes to the Design Documents.

1.2.1.5.8.2. Upon the District's acceptance of change(s) to the Design Documents, the Contractor shall send written direction to the Architect to incorporate those changes into the Design Documents.

1.2.1.5.8.3. Upon the Architect's notice that it has incorporated the changes into the Design Documents, Contractor shall review the modified Design Documents to ensure that the District accepted changes are incorporated into the Design Documents. If the Contractor determines that the Architect has not incorporated into the Design Documents the changes accepted by the District, the Contractor shall advise the District in writing of the changes that were not included in the modified Design Documents, and shall assist the District in ensuring that the Architect incorporates those modifications.

1.2.1.5.8.4. If the Architect disputes or otherwise recommends the denial of any recommendation from a VE Report, Construction Manager shall meet and coordinate with the Architect to determine the proper resolution of the dispute and shall issue a written recommendation to the District as to whether to include the recommendation into the Design Documents. The District shall thereafter issue a written decision, which will be binding on the Architect.

1.2.1.6. Constructability Review.

1.2.1.6.1. "Constructability Review(s)" or "CR(s)" as used herein shall mean a systematic review of the Design Documents to ensure that the Design Documents delineate clear and feasible construction techniques, including, without limitation, making certain that the requirements of the construction work are clear, the Design Documents are coordinated, and that they assist the contractor in subcontractor bidding, construction and project administration to result in reduced impacts to the Project.

1.2.1.6.2. The purpose of the Construability Review is to eliminate flaws in the Design Documents, eliminate issues that may cause other impacts, and to ultimately enable Contractor

to bid, coordinate, schedule, sequence and construct the Project efficiently, and without time and scheduling impacts.

1.2.1.6.3. The Contractor shall perform a Constructability Review for the Project as set forth herein at the 100% Design Development Phase and the 90% Construction Document Phase, to the extent applicable.

1.2.1.6.4. General Constructability Review Requirements

1.2.1.6.4.1. In performing a Constructability Review, the Contractor shall review the Design Documents and all other necessary documents related to the Project, including, without limitation, geotechnical reports, soils reports, and hazardous materials reports, to fully understand the Project, Project scope, and the Project site and to enable the Contractor to identify issues regarding constructability and associated risks arising from the current Design Documents. The Constructability Review shall include the review of every element encountered by the general contractor during construction of the Project, including, without limitation whatsoever: material delivery, storage, site clearing, utilities work (location, interconnection, existing utilities, etc.), excavation, SWPPP requirements, field office locations, demolition, depiction of existing conditions, required equipment, required permits, coordination of the trades, verifying design elements, visual depictions, site access, traffic control, foundation of piers, etc.

1.2.1.6.4.2. In reviewing the scope of work in the Design Documents, Contractor shall identify existing conditions which may present construction problems and make recommendations regarding the project footprint, including, without limitation, Project limits within the Project site.

1.2.1.6.4.3. The Contractor shall perform a field inspection to familiarize itself with the Project site and to enable it to provide detailed comments to the Design Documents during the Constructability Review.

1.2.1.6.4.4. The Contractor shall review the project budget for the current phase of design to determine whether the Project can be constructed within budget constraints and in light of risks identified during Constructability Review.

1.2.1.6.4.5. The Contractor shall review the Design Documents and propose an appropriate Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

1.2.1.6.4.6. The Contractor shall coordinate with the District and the Design Team as necessary in the performance of the Constructability Review.

1.2.1.6.4.7. The Contractor is not responsible for providing, nor does the Contractor control, the Project design or the contents of the Design Documents. The Contractor's actions in reviewing the Project design and Design Documents, and in making any findings, recommendations, or assessments as provided herein, are advisory only to the District. The Design Team members are not third party beneficiaries of the Constructability Review and the Design Team members remains solely responsible for the contents of the Design Documents. Unless the Contractor holds a professional architect or engineering license, or unless the Constructability Review is performed by a consultant or subconsultant of Contractor who holds that type of license, the Contractor shall be held to the standard of care for general

contractors performing constructability reviews on public school construction projects within the same geographic area as the District.

1.2.1.7. 100% Design Development Constructability Review.

1.2.1.7.1. The 100% Design Development Constructability Review (“**DD CR**”) shall evaluate the Design Documents and must address all items that are or will be critical to the completion of the construction of the Project.

1.2.1.7.2. The DD CR should address all structural, architect, mechanical, electrical, plumbing, civil, landscaping, and off-site work related to the Project as set forth in the Design Documents. The DD CR should be performed such that it provides the Architect guidance and direction in proceeding with the final design of Construction Documents, and identify any alterations or revisions to the Design Documents, or other special considerations.

1.2.1.8. 90% Construction Documents Constructability Review.

1.2.1.8.1. The 90% Construction Documents Constructability Review (“**CD CR**”) shall evaluate all Design Documents, with special attention given to Plans and Specifications, to serve as a final check on those documents prior to soliciting bids and to ensure the overall constructability of the Project, subject to revisions made during back-check.

1.2.1.8.2. The CD CR should identify details, omissions, or design problems not previously addressed or those that materialized or that were identified during this phase of design. Although the District expects that any omissions or deficiencies at this stage should be minor, the District expects that the Contractor shall fully review the Project for constructability as set forth herein.

1.2.1.8.3. The DD CR should address all structural, architect, mechanical, electrical, plumbing, civil, landscaping, and off-site work related to the Project as set forth in the Design Documents. The CD CR should include a final, detailed review of the Design Documents to ensure that the drawings and specifications are not only constructable, but are coordinated and can be read as a cohesive whole.

1.2.1.9. Constructability Review Report.

1.2.1.9.1. At the conclusion of the Constructability Review for each phase of design, Contractor shall prepare a report (“**CR Report**”) and submit the CR Report to the District. Each CR shall include all findings and recommendations made as a result of the CR, and shall identify any and all risks or impacts arising from any issues identified therein.

1.2.1.9.2. At a minimum, Contractor shall include the following in the CR Report:

1.2.1.9.2.1. Issue / Risk Narrative. A narrative identifying each issue and the impact or risk associated with that issue. The narrative shall also include recommendations to avoid the risk or impact by making changes to the Design Documents.

1.2.1.9.2.2. Coordination. Identify any areas in which the drawings or specifications are not coordinated.

1.2.1.9.2.3. Changes to Design Documents. A list and analysis of design criteria or specifications that could be changed based on any identified issue.

1.2.1.9.2.4. Budget Review. A narrative describing the Contractor's review of the budget, and discussing whether the current budget for the Project is sufficient or achievable in light of the issues identified.

1.2.1.9.2.5. Planning Review. A narrative describing Contractor's proposed Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

1.2.1.10. CR Report Presentation / Meeting. After the submittal of the CR Report, and upon the District's request, the Contractor shall meet with the District to present the CR Report to the District and respond to any questions concerning any issues raised in the CR Report.

1.2.1.11. District / Architect Review

1.2.1.11.1. Prior to authorizing the Architect's performance of next phase design services, the District shall issue the CR Report to the Architect and, in its discretion, may instruct the Architect to address the issues raised in the CR report.

1.2.1.11.2. The Architect shall then address any issues identified in the CR Report. Upon the Architect's notice that it has addressed all issues, Contractor shall review the modified Design Documents to ensure that the issues in the CR have been addressed. If the Contractor determines that the Architect has not addressed any issue identified in the CR Report, the Contractor shall advise the District in writing of the unaddressed issues and shall assist the District in ensuring that the Architect addresses those issues.

1.2.1.11.3. If the Architect objects to addressing any issue raised in the CR Report, Contractor shall meet and coordinate with the Architect to determine the proper resolution of the objection and shall issue a written recommendation to the District as to whether Architect should address the issue. The District shall thereafter issue a written decision, which will be binding on the Architect.

1.2.2. Confirm Modifications to Design Drawings. If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

1.3. Budget of Project Costs.

1.3.1. At each stage of plan review indicated above, Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent set of design documents. Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

1.3.2. In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

- 1.3.2.1. Overhead and profit;
- 1.3.2.2. Supervision;
- 1.3.2.3. General conditions;
- 1.3.2.4. Layout & Mobilization (not more than 1%)
- 1.3.2.5. Submittals, samples, shop drawings (not more than 3%);
- 1.3.2.6. Bonds and insurance (not more than 2%);
- 1.3.2.7. Close-out documentation (not less than 3%);
- 1.3.2.8. Demolition;
- 1.3.2.9. Installation;
- 1.3.2.10. Rough-in;
- 1.3.2.11. Finishes;
- 1.3.2.12. Testing;
- 1.3.2.13. Punchlist and acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Document to construct the Project for at or below that Guaranteed Project Cost, excluding Unforeseen Site Conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding.

1.5.1. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.

1.5.2. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

1.5.3. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

1.5.4. Contractor shall prepare appropriate subcontractor bid packages.

1.6. Bidding for Subcontractor Work.

1.6.1. **CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.**

1.6.2. **Finalizing the GPC.** After Contractor completes the Subcontractor Procurement Process as set forth in **Exhibit H** to the Facilities Lease and the District approves the Subcontractor bids and self-performed construction Work, if any, Contractor shall prepare a final proposed GPC as set forth in **Exhibit C** to the Facilities Lease. The GPC shall be calculated consistent with the matrix in the "Guaranteed Project Cost (or Guaranteed Maximum Price)" section of **Exhibit C** to the Facilities Lease.

- 1.7. Schedules.** Prior to the Parties executing the Site Lease and Facilities that will include the GPC, or amending an existing Site Lease and Facilities Lease to include a GPC, Contractor shall provide to the District a Construction Schedule and Schedule Values compliant with the requirements of the Contract Documents, including, without limitation, **Exhibit D**, so that those schedules may be included as **Exhibit F** and **Exhibit G** respectively; provided, however, the District may excuse this requirement and instead direct Contractor to submit the schedules after the issuance of a Notice to Proceed for construction work.
- 2. Limited Authority.** The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.
- 3. District's Responsibilities.** The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

EXHIBIT M

**PROJECT LABOR AGREEMENT BETWEEN THE DISTRICT AND THE ALAMEDA
COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL, DATED
FEBRUARY 9, 2017, AND ADDENDUM DATED SEPTEMBER 29, 2022.**

ALAMEDA UNIFIED SCHOOL DISTRICT PROJECT LABOR AGREEMENT

PREAMBLE

The purpose of this Agreement is to promote efficiency of construction operations during the Alameda Unified School District Measure I New Construction and Modernization Projects ("Projects") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Projects, while also helping to increase training and employment opportunities for the District's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the District's schools.

The relevant skilled work force requirements described in Education Code section 17407.5 as that statute relates to the commitment that a skilled and trained workforce will be used to perform the Project(s), is deemed to have been established by any Contractor becoming a signatory to this Agreement.

RECITALS

WHEREAS, the timely and successful completion of the Projects is of the utmost importance to the Alameda Unified School District ("District") to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Building and Construction Trades Council of Alameda County ("Unions") and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining Agreements in effect during the duration of the Projects, insofar as a legally binding Agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining Agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Projects will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, the funding for the construction of the Projects will come from Measure I, passed by the Alameda residents, and paid for by the Measure I special tax on the properties owned by Alameda residents, in contrast to typical California school projects, which are funded through a balance of local and State funds; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects, or to reject all bid proposals, or to use other legal project delivery methodologies; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Projects;

NOW, THEREFORE, it is agreed between and among the parties hereto, as follows:

ARTICLE 1. DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "District" means the Alameda Unified School District, its employees, agents, and administrative staff under its Superintendent.

1.3 "Completion" of work on a project means that point at which the District has determined that the work to construct the project is in all respects 100% complete and that all contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents. Division of State Architect approval is not required for a determining that a project is complete.

1.4 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise, and their successors and assigns, that enters into a contract with the District not excluded in this

Agreement with respect to the construction of any part of the Projects under contract terms and conditions approved by the District and which incorporate the Agreement, and any of its contractors or subcontractors of any tier.

1.5 "Construction Contracts" means the public works contracts including design-bid, design-build, lease-leaseback or other contracts not excluded in this Agreement which will be signed by the District and which are necessary to complete the Projects.

1.6 "Projects" is defined to include all phases of the construction of new facilities and demolition, upgrading and repair to all existing facilities covered in construction contracts executed by the District and that are covered by this Agreement in Section 2.2.

1.7 "Union" or "Unions" means the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.8 "Project Manager" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Projects and to oversee the implementation of this Agreement and who works under the guidance of the District's Authorized Representative.

1.9 "Facilities Officer" means the Facilities Officer for the Alameda Unified School District.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.11 "Alameda Resident" for purposes of this Agreement means any individual who at any time during the Projects' construction can certify through a utility bill, or other similar means acceptable to the parties to this Agreement, that the individual resided within either the boundaries of the Alameda Unified School District or the Alameda City Limits both on the date of such certification and the effective date of this Agreement.

1.12 "District Graduate" is a person who has graduated from the Alameda Unified School District.

1.13 "First Period Apprentice" is a first period apprentice who is enrolled in a State of California approved apprenticeship program that is a joint labor-management apprentice program.

1.14 "General Contractor" means the entity with overall project schedule responsibility, such as a General Contractor, Construction Manager, Lease-Leaseback Developer, Prime Contractor, Design Build entity, etc.

1.15 "Allocated" regarding project funding means the point in time in which a project is defined enough to where a preliminary budget is created and established in the Measure I program budget tracking system managed by the Program Manager.

ARTICLE 2.
SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing construction contracts on the Projects, the District and the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions"). It is agreed that liability under this Agreement is several and not joint.

2.2 Project Description:

2.2.1 The District will apply the Agreement as a contract specification to the award of construction contracts identified by the District as Measure I Projects, funded in whole or in part by Measure I General Obligation bonds, and which were let for bid after the date of this Agreement. Construction projects include those that provide for the construction of new facilities, the demolition of facilities or the renovation of current facilities.

2.2.2 Excluded Work. However, the Parties acknowledge that the District may exclude, at its discretion, up to five percent (5%) of Measure I Project proceeds for smaller or deferred maintenance construction projects. It is also understood that no single craft's work shall be disproportionality affected by this exclusion. The Unions agree that they will not undertake any strike or work stoppage against a contractor performing work at a District site under this provision. Either Party to the Agreement can call to meet and confer regarding the implementation of this section 2.2.2.

2.3 Project Labor Disputes. All project labor disputes involving the application or interpretation of a Master Agreement to which a signatory Contractor/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of the Project Labor Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article 13.

2.4 Covered Work:

2.4.1 This Agreement covers, without limitation, all on-site construction, demolition, alteration, installation, improvement, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Projects that is within the craft jurisdiction of one of the Unions and that is part of the Projects, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, pipelines, (including those in linear corridors built to serve the project), pumps, pump stations and modular furniture installation, site preparation, survey work, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.4.2 This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed on Covered Work after Project Completion unless the covered work is performed by District Employees.

2.4.3 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to or dedicated to the Projects, and at any batch plant(s) constructed or used solely to supply materials to the Projects. This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Projects in any temporary yard or area established for the Projects.) Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule "A" Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.4.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations ("DIR"). Employers, including brokers, of persons providing construction trucking work shall be required to provide certified payroll records, as required to the District within ten (10) days of written request or as required by the DIR and California law.

2.4.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty. All work of a specialty nature to be performed by the employees of a vendor or equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Pre-job meeting as provided in Article 5 of this Agreement. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer's warranty shall be subject to the grievance and arbitration clause of this Agreement.

2.4.6 It is agreed that the District shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the **Letter of Assent (Attachment A)** prior to commencing work. The District shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney

Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work. It is understood that this, together with the MLAs, is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the District

2.5 **Exclusions.** The following shall be excluded from the scope of this Agreement.

2.5.1 Work performed by public utilities is not intended to be covered by this Agreement even if such work is funded all or in part by local bond funds.

2.5.2 The Excluded Work identified in section 2.2.2 of this Agreement.

2.5.3 Work, independent of job-site construction work contracts, performed by the District related to the purchase or lease of specialized equipment and work performed by District personnel.

2.5.4 Information Technology and Data Processing Equipment, Materials and Supplies purchased by the District using Measure I Project proceeds.

2.5.5 All employees of the design team or other consultants to the District not performing craft or manual labor within the scope of this Agreement.

2.5.6 Off-site maintenance of leased equipment and onsite supervision of such work.

2.5.7 The Agreement shall not apply to a Contractor/Employer's non-craft executives, managerial employees, engineering employees and supervisors (except those covered by existing building and construction trades collective bargaining Agreements), and office and clerical employees. This Agreement shall not apply to Professional Services so long as the work performed is not subject to Prevailing Wage classifications.

2.5.8 The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.

ARTICLE 3. EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award under a Construction Contract for the Projects, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the Construction Contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE 4.

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers covered by the Agreement agree that for the duration of the Projects:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Projects, at the job site of the Projects or at any other facility or construction project of District because of a dispute on the Projects. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 As to employees employed on the Projects, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of the Construction Contract the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining Agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages and trust fund contributions on the Projects, the Union shall give the District and the Contractor/Employer(s) three (3) business day notice of the intent when nonpayment of trust funds has occurred and **three (3) business days'** notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay his/its fringe benefit contributions or failed to meet his/its weekly payroll shall not be considered a violation of this Article. If the District contends that any Union has violated this Article, it will notify in writing (including email)

the Secretary-Treasurer/Business Manager/Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article within 24 hours and the leadership of the Union will immediately inform the membership of their obligations under this Article. If, after the expiration of the 24-hour period, the District continues to contend that a Union has violated this article, the District institute the expedited arbitration procedure set forth below. The leadership of the Union will immediately inform the membership of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article XIII.. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the District and the party alleged to be in violation, and to the Council of Alameda County and the involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the District shall contact the designated arbitrator, named above or the alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended the violation still exists. The Arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4.2.3 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.4 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such Agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.5 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

4.2.6 The fees and expenses of the arbitrator shall be divided equally between the parties.

4.2.7 If, after final order by any Court of competent jurisdiction, the offending party continues to breach the terms of Article 4 of this Agreement, the non-offending party shall have the option to recover monetary damages associated with the breaching party's failure to comply with the Agreement and court order, including but not limited to delay damages and escalation costs.

ARTICLE 5. PRE-CONSTRUCTION CONFERENCE

5.1 Timing: The Project Manager shall convene and conduct a pre-job conference with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, and the Unions, at a location mutually agreeable to the applicable Council at least 21 calendar days prior to:

5.1.1 The commencement of any Project Work, and

5.1.2 The commencement of Project Work on each subsequently awarded construction contract.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and District may attend at their discretion.

5.2 The pre-job conference shall include but not be limited to the following subjects:

5.2.1 A listing of each Contractor's scope of work;

5.2.2 The craft assignments;

5.2.3 The estimated number of craft workers required to perform the work;

5.2.4 Transportation arrangements;

5.2.5 The estimated start and completion dates of the work; and

5.2.6 Discussion of pre-fabricated materials.

5.3 Review Meetings: In order to ensure the terms of the PLA are being fulfilled and all concerns pertaining to the Agency, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Secretary Treasurer of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction.

ARTICLE 6. NO DISCRIMINATION

The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), or any other basis made illegal by law against any employee, or applicant for employment, on the Projects.

ARTICLE 7. UNION SECURITY

7.1 The Contractor/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by the Contractor/Employer(s) on the Projects shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on a Construction Contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

7.3 Authorized representatives of the Union(s) shall have access to the Projects whenever work covered by this Agreement is being, has been or will be performed on the Projects.

ARTICLE 8. REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor employed on the Projects. However, in the event that a Contractor/Employer has his/her own Core workforce, the Contractor/Employer(s) may request by name, and the local shall honor, referral of persons who demonstrate the following qualifications:

8.1.1 possess any license required by state or federal law for the Project work to be performed;

8.1.2 have worked a total of at least one thousand five hundred (1,500) hours in the construction craft during the prior three (3) years;

8.1.3 were on the Contractor/Employer(s)' active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award;

8.1.4 have the ability to perform safely the basic functions of the applicable trade.

8.2 The Union will refer to such Contractor/Employer(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer(s)' "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer(s) crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer(s)' work the ratio shall be maintained and when the Contractor/Employer(s)' workforce is reduced, employees shall be reduced in reverse order beginning with the core worker and in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employer(s) signatory to a Local, Regional, and/or National collective bargaining Agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s).

8.3 Contractor/Employer(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. The Contractor/Employer(s) shall immediately notify the appropriate Union of the identity, including name, address, telephone number and social security number, of any such person(s) hired from an alternative source and refer the employee to the hall to comply with Article XII.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s),

8.5 Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the City of Alameda, to meet the needs of the Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the Unions, of qualified Alameda Residents, as journeymen and apprentices on the Projects and entrance into such apprenticeship and training programs as may be operated by the signatory Unions consistent with the applicable Apprenticeship Program's State-approved Standards.

**ARTICLE 9.
WAGE AND BENEFITS**

9.1 All Contractor/Employer(s) agree to pay contributions to the vacation, pension or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Projects in the amounts designated in the Master Agreements of the appropriate local Union.

9.2 By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established trust Agreements, as described in 9.1, and which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Projects shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District upon request, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered in this Agreement, the Master Collective Bargaining Agreement will prevail. When a subject is covered by both the Master Collective Bargaining Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

**ARTICLE 10.
EMPLOYEE GRIEVANCE PROCEDURE**

All disputes involving discipline and/or discharge of employees working on the projects shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Projects shall be disciplined or dismissed without just cause.

**ARTICLE 11.
COMPLIANCE**

It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit trust funds to collect delinquent trust fund contributions from Employers on the Projects. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employer(s)' compliance with this Project Labor Agreement.

ARTICLE 12.
JOINT ADMINISTRATIVE COMMITTEE

12.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of two (2) representative selected by the District and two (2) representatives selected by the Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2 The Joint Administrative Committee shall meet as requested by the Parties to review the implementation of the Agreement and the progress of the Projects. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for review and recommendation.

ARTICLE 13.
GRIEVANCE ARBITRATION PROCEDURE

13.1 All Project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes arising out of the meaning, interpretation or application of the provisions of this Agreement shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within ten (10) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual Agreement (oral or written) of the parties.

13.2 Grievances shall be settled according to the following procedures:

- Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance. The Union(s) shall notify its International Union representative(s), which shall advise if it intends on participating in a Step 2 meeting.
- Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Subcommittee (consisting of one District and one Union representative of the Joint Administrative Committee), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. The decision of the Joint Administrative Subcommittee shall be final and binding on all parties. If the dispute

is not resolved within such time five (5) business days after its referral or such longer time as mutually agreed upon, it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, the arbitrator shall be selected by the alternate striking method from the following list: (Hirsch, Winograd, Riker, Davis, Engler) The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. Such striking shall take place within three (3) days. If a party does not respond within three (3) days, this means any Arbitrator from the list is acceptable. The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual Agreement. A written opinion may be requested by a party from the presiding Arbitrator. The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 may be extended by mutual Agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.3 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the District withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

13.4 Should any of the arbitrators listed in Article 4 or above no longer work as a labor arbitrator, the District and the Council, through the Joint Administrative Committee, shall mutually agree to a replacement.

ARTICLE 14.
JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employer and Union parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

14.5 Each Employer shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE 15.
MANAGEMENT RIGHTS

Consistent with the Master Labor Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE 16.
SAVINGS CLAUSE

16.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full

force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual Agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

16.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article 4.

ARTICLE 17.

TERM

17.1 The Agreement shall be included as a condition of the award of all construction contracts for the Projects.

17.2 This Agreement shall become effective on the day the District ratifies this Agreement and shall continue in full force and effect for a period of five years. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

ARTICLE 18.

ALAMEDA HIRE REQUIREMENTS

18.1 The Parties agree to a goal that Alameda Residents, and especially District Graduates, will perform a minimum of 20% of the hours worked, on a craft by craft basis on the Projects. In the event that no Alameda residents or District Graduates are available to fulfill the 20% local hire requirement, the next tier of residents will come from the Green Corridor. This includes, in addition to Alameda, the cities of Albany, Berkeley, El Cerrito, Emeryville, Richmond, Oakland, and San Leandro. The Contractor/Employer(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall make good faith efforts in their recruiting and training of District Graduate and Alameda Resident workers and in their hiring hall procedures to facilitate this 20% goal on the Projects.

18.2 Should any of the contractors performing work on the Projects fail to meet this 20% goal and fail to demonstrate "good faith" efforts to do so, through a specific submittal process to be included in their contractual requirements, the contract's 10% retention will be held until such time that this failure is remedied. Acceptable remedies to correct continued failure may include, but not be limited to the following remedies, as determined by the Joint Administrative Committee (as established in Section 12):

18.2.1 Classification as a non-qualified bidder on future District projects;

18.2.2 Commitment, with documentation, to employ District Graduates, or

Green Corridor Residents on non-District projects for a determined number of work hours; and

18.2.3 Bringing in District Graduates and Alameda residents as new apprentices and continuing their employment for up to 12 months.

18.3 A Contractor/Employer(s) who has employed a District Graduate for up to six months preceding the start of the District project for a minimum of at least 100 hours per month and has the ability to perform safely the basic functions of the applicable trade may receive credit for 50% of these hours towards the 20% goal. A Contractor/Employer may also receive credit for 50% of the documented hours performed by District Graduates or Alameda Residents on the Contractor's non-District projects, when such hours are concurrent with the Contractor's work on the Projects.

18.4 The maximum total combined credit that can be applied for in 18.3 is half of the 20%.

18.5 The contractors may use District student intern's hours for credit towards the local hiring goals. Internships for credit may be up to three (3) interns per year at up to 3000 hours per year per intern.

18.6 Should any Contractor/Employer performing work on the Projects exceed the 20% local hire goal as set forth in this Agreement, they shall be acknowledged at the appropriate public, televised school board meeting for their efforts at the completion of their contract scope.

18.7 Apprenticeship Provision:

18.7.1 The Prime Contractor and their sub-contractors will be required to hire 1 District Graduate, Alameda Resident or Alameda Student as a first period apprentice for every 5 million dollars of total construction cost. There can be no more than 2 entry-level apprentices credited for each craft, and the general contractor will be able to include entry-level apprentices hired by their subcontractor to meet this requirement. The District will refer names of former students or recent graduates to the Union and Contractors and the Unions will agree to cooperate with the Contractor in furnishing apprentices as requested and the hiring of the apprentices will be in accordance to the Apprenticeship provisions listed in the Master Agreements, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The failure of the District to refer names and/or the Union to provide those apprentices upon request will relieve the Prime contractor of this District Graduate/Alameda Resident/Student first period apprentice hiring responsibility.

18.7.2 The General Contractor, or subcontractor who hires such Alameda Resident/Student First Period Apprentices shall be credited with two work hours towards the 20% local work hours, for each hour worked by the first period Alameda Resident/Student apprentices.

18.7.3 The intent of this provision is to work the new apprentices to the full extent permissible by state law and the Master Agreements. Failure of the General Contractor and their subcontractors to maintain qualified apprentices on the job will be subject to Division of Apprenticeship Standards penalties, and further penalties as determined by the Joint Administrative Committee.

18.8 **Career Technical Education Program.** Both the District and the Building Trades agree that an active school to career program in the trades can be a benefit to many Alameda students. The Building Trades and the District agree to collaborate in the development and implementation of the District's Career Technical Education ("CTE") program.

18.9 The Building Trades agree to support the District's CTE programs by doing the following:

18.9.1 Assisting the District's CTE program by:

18.9.2 Providing speakers at least twice a year,

18.9.3 Escorting field trips to existing apprenticeship centers at least three times a year, per the school's schedule,

18.9.4 Mentoring students. Identify at least five individuals who will serve as mentors,

18.9.5 Internships for students. The Unions will explore providing internships. The Unions will assist the program in identifying willing contractors and suppliers to provide additional internships.

18.10 **Career Fairs.** Agree to actively participate with multiple trade booths in two career fairs per year.

18.11 Actively participate in helping to create and provide hands-on training for, pre-apprenticeship programs set up by the District for adult school and b-tech students. Such participation may begin slowly, but it is envisioned that the trades will spend no less than 100 hours per year in assisting this program.

18.12 Assist in exploring the feasibility of the District students participating in local pre-apprenticeship programs, such as the Cypress-Mandela program. Support the District efforts with this program if a mutual Agreement with such a program can be worked out.

18.13 The parties agree to meet around the implementation of the program at the discretion of the District.

ARTICLE 19. HELMETS TO HARDHATS

19.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties

19.2 The Union(s) and Contractor/Employer(s) agree to coordinate with the Center to participate in an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

ARTICLE 20. MISCELLANEOUS PROVISIONS

20.1 **Integration.** This Agreement, together with the Schedule A's, is intended by the parties as the final expression of their Agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior Agreement or of a contemporaneous oral Agreement, nor explained or supplemented by evidence of consistent additional terms.

20.2 **No Representations or Warranties.** Each of the parties acknowledges no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

20.3 **Modification.** Each of the parties acknowledges and agrees that this Agreement may be amended only by writing and signed by the District and the Council.

20.4 **Interpretation.** Each of the parties acknowledges and agrees that this Agreement is an accord and satisfaction to be construed as whole according to its fair meaning and not in favor of nor against any of the parties as draftsman or otherwise.

20.5 **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda in accordance with the procedures set forth in this Agreement.

20.6 **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America as applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

20.7 **No Attorneys Fees.** No party shall be entitled to recover an award of attorneys' fees or costs with respect to any action or proceeding seeking relief under this Agreement.

20.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile or email PDF signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

20.9 **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

20.10 Ratification by Governing Board. This Agreement shall not be binding on the District until it is ratified by the Governing Board at a publicly noticed Governing Board meeting.

ALAMEDA UNIFIED SCHOOL DISTRICT

By: _____

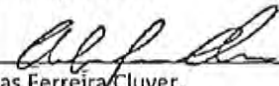


Date: _____

02.09.17

BUILDING AND CONSTRUCTION TRADES COUNCIL OF
ALAMEDA COUNTY, AFL-CIO

By: _____


Andreas Ferreira Cluver,
Secretary-Treasurer

Date: _____

6/10/16

[Trade signatures follow below]

Addendum A: Agreed To Letter of Assent

[Addressee]

[Address]

[City and State]

Re: Alameda Unified School District Measure I New Construction and Modernization Projects,
Project Labor Agreement.

Letter of Assent for _____
(Projects Name)

Dear Mr. /Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Alameda Unified School District Measure I New Construction and Modernization Projects, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust Agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Alameda Unified School District Measure I New Construction and Modernization Projects. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription Agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Project Contract Number: _____

California State License Number: _____
or Motor Carrier (CA) Permit Number

DIR Public Works Registration # _____

Name and Signature of Authorized Person: _____

(Print Name)

(Title)

(Signature)

(Date)

**FIRST AMENDMENT TO THE
PROJECT LABOR AGREEMENT
for the
ALAMEDA UNIFIED SCHOOL DISTRICT**

Preamble

This Amendment is made and entered into on this 29 day of September, 2022 by and between the Alameda Unified School District (“District”) and the Building and Construction Trades Council of Alameda County, AFL-CIO (“Council”), on behalf of itself and its affiliated local Unions that have authorized the Council to enter into this Amendment (“Unions”).

Recitals

WHEREAS, the District and the Council, and the signatory Unions, entered into the Project Labor Agreement for the Alameda Unified School District (“Agreement”) effective June 14, 2016; and

WHEREAS, Section 17.2 of the Agreement provides that the District and the Council may mutually agree in writing to amend and/or extend the Agreement at any time; and

WHEREAS, the original five-year term of the Agreement ended on June 14th, 2021 but the parties to the Agreement continued to operate under its terms; and

WHEREAS, the parties desire to formally extend the term of the Agreement for an additional five years, and provide for further roll-over unless either party opts to terminate the Agreement; and

WHEREAS, Alameda Unified School District Bond Measure B (“Measure B”) was approved by the voters as of June 7, 2022; and

WHEREAS, the parties desire to modify certain provisions of the Agreement to apply the Agreement to projects funded by Measure B.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the District and the Council hereby agree to reinstate and amend the Agreement as indicated below, with all other terms and conditions to remain unchanged and in effect.

Amendment

Article 1, Section 1.15 is hereby amended and fully restated as follows:

1.15 “Allocated” regarding project funding means the point in time in which a project is defined enough to where a preliminary budget is created and established in the Measure I or B program budget tracking system managed by the Program Manager.

Article 2, Section 2.2.1 is hereby amended and fully restated as follows:

2.2.1 The District will apply the Agreement as a contract specification to the award of construction contracts identified by the District as Measure I or Measure

B Projects, funded in whole or in part by Measure I or Measure B bonds.
Construction projects include those that provide for the construction of new facilities, the demolition of facilities or the renovation of current facilities.

Article 2, Section 2.2.2 is hereby amended and fully restated as follows:

2.2.2 Excluded Work. However, the Parties acknowledge that the District may exclude, at its discretion, up to five percent (5%) of Measure I or Measure B proceeds for smaller or deferred maintenance construction projects. It is also understood that no single craft's work shall be disproportionately affected by this exclusion. The Unions agree that they will not undertake any strike or work stoppage against a contractor performing work at a District site under this provision. Either Party to the Agreement can call to meet and confer regarding the implementation of this section 2.2.2.

Article 17, Section 17.2 is hereby amended and fully restated as follows:

17.2 This Agreement shall become effective on the day the District ratifies this Agreement and shall continue in full force and effect for a period of five (5) years. Thereafter, the Agreement will roll over for successive five (5) year terms unless modified or terminated, which modification or termination shall be ratified by the District's governing board. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

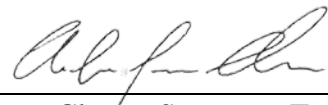
This Amendment to the Agreement shall become effective on the day it is executed by the District and the Council. Except as stated herein, the Agreement shall continue in full force and effect in accordance with its terms.

Alameda Unified School District

BY: 
NAME: Jennifer Williams

DATE: 9-29-2022

Building and Construction Trades
Council of Alameda County, AFL-CIO

BY: 
Andreas Cluver, Secretary-Treasurer

DATE: September 21, 2022

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Increase in Meeting Stipend for Board of Education Members

Item Type: Action

Background: A Board member referred this item to be added to the agenda for Board action.

Currently, Board of Education members receive a \$132.30 stipend per meeting, not to exceed \$264.60 a month. Board Bylaw 9250 allows the Board to vote to increase the amount they receive per meeting beyond the established \$252/month by no more than 5% per year.

Board Bylaw 9250 allows the Board to request this action on a yearly basis. Prior to August 2023, the AUSD Board hadn't taken action to increase the stipend rate in the last 15 years and possibly longer (*records going back further than 2008 were not readily available at the time this agenda was posted*).

Increasing the stipend by 5% would raise the total Board members receive per meeting by \$6.62, for a per meeting total of \$138.92.

Below is relevant language from Board Bylaw 9250:

Bylaw 9250: Remuneration, Reimbursement And Other Benefits

– Each member of the Governing Board may receive the maximum monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation.

Note: Education Code 35120 has not been updated since 1986.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): This increase will cost \$600/year.

Recommendation: Other

This item was added to the agenda by Board Member referral.

AUSD Guiding Principle:

Submitted By: Board Member Referral

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies

Item Type: Consent

Background: Each year, Alameda Unified School District's Special Education Department executes a Nonpublic, Nonsectarian School/Agency Services Master Contract "Master Contract" with Non-Public Schools and Non-Public Agencies to support Special Education students. Through the year, Individual Service Agreements (ISAs) are entered into under the terms and conditions of the Master Contracts which allocate funds for services required to provide support to individual student needs in accordance with the Individuals with Disabilities in Education Act (IDEA).

Below are details of ISAs executed and attached to this agenda item.

1. (Fund 01) Individual Services Agreement between AUSD and A Better Chance for a total of \$207,676.00.
2. (Fund 01) Individual Services Agreement between AUSD and A Better Chance for a total of \$220,948.00.
3. (Fund 01) Individual Services Agreement between AUSD and A Better Chance for a total of \$131,005.00.
4. (Fund 01) Individual Services Agreement between AUSD and Bayhill High School for a total of \$69,795.00.
5. (Fund 01) Individual Services Agreement between AUSD and Bayhill High School for a total of \$56,600.00.
6. (Fund 01) Individual Services Agreement between AUSD and Bayhill High School for a total of \$60,821.00.
7. (Fund 01) Eight (8) Individual Services Agreement between AUSD and Pine Health for a total of \$37,760.00.
8. (Fund 01) Individual Services Agreement between AUSD and Ro Health for a total of \$3,744.00.
9. (Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies for a total of \$8,744.00.
10. (Fund 01) Individual Services Agreement between AUSD and Spectrum for a total of \$2,194.50.

ISAs uploaded to this item have been redacted to maintain student confidentiality.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached non-confidential contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
▣ A Better Chance_NPS_ISA_1	6/18/2025	Backup Material
▣ A Better Chance_NPS_ISA_2	6/18/2025	Backup Material
▣ A Better Chance_NPS_ISA_3	6/18/2025	Backup Material
▣ Bayhill HS_NPS_ISA 1	6/17/2025	Backup Material
▣ Bayhill HS_NPS_ISA 2	6/17/2025	Backup Material
▣ Bayhill HS_NPS_ISA 3	6/17/2025	Backup Material
▣ Pine Health_ISAs_8	6/18/2025	Backup Material
▣ Ro Health_ISA_K.A	6/17/2025	Backup Material
▣ Seneca Families_ISA_1	6/18/2025	Backup Material
▣ Spectrum_ISA_1	6/18/2025	Backup Material

LEA: Alameda Unified
School District

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	A Better Chance
LEA/Case Manager	Jorge Wahner	Email	
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	365 during the regular school year (RSY)
	365 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY)
	30 during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$280.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$280.00	Projected Basic Ed. Costs RSY	\$50,400.00
Estimated Number of Days - Extended SY	30	days x	daily rate	\$280.00	Projected Basic Ed. Costs ESY	\$8,400.00
Total Estimated Basic Education Costs (regular school year and extended school year) \$58,800.00						

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
340 Intensive Individual services	NPS	RSY	\$179.00	1825	mins/weekly		mins/weekly	0	mins/mo/year	\$37,590.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$37,590.00
450 Occupational therapy	NPS	RSY	\$140.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$3,080.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$3,080.00
415 Language and speech	NPS	RSY	\$147.00	60	mins/weekly	0	mins/weekly	10	hrs/year	\$7,938.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$7,938.00
Transportation	NPS	RSY	\$123.00	0	daily	0	mins/weekly	0	mins/mo/year	\$25,830.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$25,830.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$74,438.00
Total Estimated Maximum Basic Education Costs :										\$58,800.00
Total Related Services Costs:										\$148,876.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$207,676.00

4. Other Provisions/Attachments:


5. Progress Reporting Requirements:


☒ Quarterly ☐ Monthly ☐ Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
A Better Chance
Name of Nonpublic School/Agency

LEA
Alameda Unified School District
Name of LEA

 6/18/2025
Signature Date
Edith Molinier School Principal Edith Molinier
Name and Title

 06/18/2025
Signature Date
Kirsten Zazo, Assistant Superintendent of Education Services
Name and Title

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$115,800 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	A Better Chance
LEA/Case Manager	Jorge Wahner	Email	
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	1890 during the regular school year (RSY)
	1890 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY)
	30 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.	

Daily Rate \$280.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$280.00	Projected Basic Ed. Costs RSY	\$50,400.00
Estimated Number of Days - Extended SY	30	days x	daily rate	\$280.00	Projected Basic Ed. Costs ESY	\$8,400.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$58,800.00



B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
340 Intensive individual services	NPS	RSY	\$179.00	1890	mins/weekly		mins/weekly	0	mins/mo/year	\$37,590.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$37,590.00
415 Language and speech	NPS	RSY	\$147.00	60	mins/weekly	0	mins/weekly	480	mins/year	\$7,644.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$7,644.00
459 Occupational therapy	NPS	RSY	\$140.00	90	mins/weekly	0	mins/weekly	30	mins/mo	\$10,010.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$10,010.00
460 Physical therapy	NPS	RSY	\$123.00	210	mins/daily	0	mins/weekly	0	mins/mo/year	\$25,830.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$25,830.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$81,074.00
Total Estimated Maximum Basic Education Costs :										\$58,800.00
Total Related Services Costs:										\$162,148.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$229,948.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: ☒ Quarterly ☐ Monthly ☐ Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Contractor A Better Chance	LEA Alameda Unified School District
Name of Nonpublic School/Agency	Name of LEA
 6/18/2025	 06/18/2025
Signature Edith Molinier	Signature Kirsten Zazo, Assistant Superintendent of Education Services
Date School Principal Edith Molinier	Date President, Board of Education, Alameda Unified School District
Name and Title	

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$115,800 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	A Better Chance
LEA/Case Manager	Jorge Wainner	Email	
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	365 during the regular school year (RSY)
	365 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY)
	30 during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$280.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$280.00	Projected Basic Ed. Costs RSY	\$50,400.00
Estimated Number of Days - Extended SY	30	days x	daily rate	\$280.00	Projected Basic Ed. Costs ESY	\$8,400.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$58,800.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
340 Intensive individual services	NPS	RSY	\$179.00	1890	mins/weekly		mins/weekly	0	mins/mo/year	\$37,590.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$37,590.00
415 Language and speech	NPS	RSY	\$147.00	240	mins/monthly	0	mins/weekly	60	mins/mo/year	\$8,085.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$8,085.00
459 Occupational therapy	NPS	RSY	\$140.00	0	mins/weekly	0	mins/weekly	300	mins/mo/year	\$700.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$700.00
609 Physical therapy	NPS	RSY	\$123.00	210	mins/daily	0	mins/weekly	0	mins/mo/year	\$25,830.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$25,830.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
Total Estimated Maximum Basic Education Costs :										\$58,800.00
Total Related Services Costs:										\$72,205.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$131,005.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:

☒ Quarterly ☐ Monthly ☐ Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
A Better Chance

Name of Nonpublic School/Agency



Signature
Edith Molinier

Name and Title

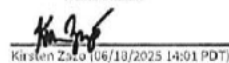
6/18/2025

Date

School Principal Edith Molinier

Name of LEA

Alameda Unified School District


Kirsten Zazo (06/10/2025 14:01 PDT)

Signature

Kirsten Zazo, Assistant Superintendent of Education Services

06/18/2025

Date

Signature

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$115,800 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Bayhill High School
LEA/Case Manager	Jorge Wahner	Email	
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360 during the regular school year (RSY) during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY) during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.	

Daily Rate \$283.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$283.00	Projected Basic Ed. Costs RSY	\$50,940.00
Estimated Number of Days - Extended SY	20	days x	daily rate	\$283.00	Projected Basic Ed. Costs ESY	\$5,660.00

Total Estimated Basic Education Costs (regular school year and extended school year) \$56,600.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
515 Counseling and guidance	NPS	RSY	\$201.00	50	mins/weekly		mins/weekly	0	mins/mo/year	\$7,035.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
415 Language and speech	NPS	RSY	\$176.00	50	mins/weekly	0	mins/weekly	0	mins/mo/year	\$8,160.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
	NPS	RSY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
	NPS	RSY		0	mins/weekly	0	mins/weekly	300	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
Total Estimated Maximum Basic Education Costs :										\$56,600.00
Total Related Services Costs:										\$13,195.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$69,795.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:

Quarterly Monthly Other (please specify):

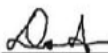
X

The parties hereto have executed this individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Contractor

Bayhill High School

Name of Nonpublic School/Agency



Signature

6/17/25

Date

Donna Austin, Executive Director

Name and Title

LEA

Alameda Unified School District

Name of LEA


Kirsten Zazo (06/17/2025 10:56 PDT)

Signature

06/17/2025

Date

Kirsten Zazo, Assistant Superintendent of Education Services

Signature

Date

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$115,800 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Bayhill High School
LEA/Case Manager	Jorge Wahner	Email	
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360 during the regular school year (RSY)
	360 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY)
	20 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.	

Daily Rate \$283.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$283.00	Projected Basic Ed. Costs RSY	\$50,940.00
Estimated Number of Days - Extended SY	20	days x	daily rate	\$283.00	Projected Basic Ed. Costs ESY	\$5,660.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$56,600.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
	NPS	RSY			mins/weekly		mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY			mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	300	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
Total Estimated Maximum Basic Education Costs :										\$56,600.00
Total Related Services Costs :										\$0.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$56,600.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	Quarterly	Monthly	Other (please specify):
	X		

The parties hereto have executed this individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Contractor


Bayhill High School


Name of Nonpublic School/Agency

LEA

Alameda Unified School District

Name of LEA

 6/17/25
Signature Date
Donna Austin, Executive Director
Name and Title

 06/16/2025
Signature Date
Kirsten Zazo, Assistant Superintendent of Education Services
Name and Title

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$115,000 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Bayhill High School
LEA/Case Manager	Jorge Wahner	Email	
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360 during the regular school year (RSY)
	360 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY)
	20 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.	

Daily Rate \$283.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$283.00	Projected Basic Ed. Costs RSY	\$50,940.00
Estimated Number of Days - Extended SY	20	days x	daily rate	\$283.00	Projected Basic Ed. Costs ESY	\$5,660.00
Total Estimated Basic Education Costs (regular school year and extended school year) \$56,600.00						

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
519 Individual counseling	NPS	RSY	\$201.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$4,221.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$4,221.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY			mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	300	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$0.00
Total Estimated Maxmum Basic Education Costs :										\$56,600.00
Total Related Services Costs:										\$4,221.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$60,821.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:

Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor


Bayhill High School

Name of Nonpublic School/Agency


LEA

Alameda Unified School District

Name of LEA


Signature Date
Donna Austin, Executive Director
Name and Title

6/17/25


Signature Date
Kirsten Zazo, Assistant Superintendent of Education Services

06/17/2025

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$115,800 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 4
	(Name(s) of individual Assigned) Richard Hernandez

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional	4	56	20	4480

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 4,480.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

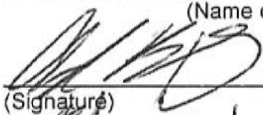
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)



(Signature)

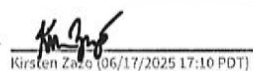
6/10/25

(Date)

Adam Boxberger

(Name and Title)

SVP of Operations



(Signature)

06/17/2025

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services


(CONTRACTS EXCEEDING \$114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned) Ariel Gumora

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)	4	64	20	5120
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 5,120.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

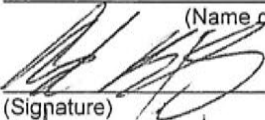
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)



(Signature)

6/10/25

(Date)

Adam Boxberger

(Name and Title)

SVP of Operations



Kirsten Zazo (06/17/2025 17:10 PDT)

(Signature)

06/17/2025

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

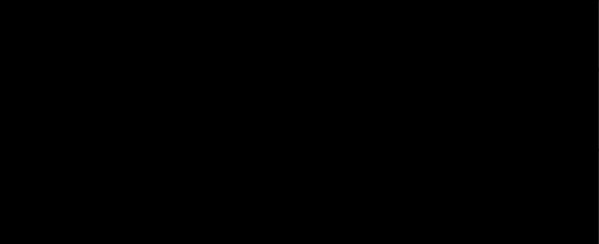
(CONTRACTS EXCEEDING \$114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NFA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned) Maysa Amer

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)	4	64	20	5120
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 5,120.00
Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

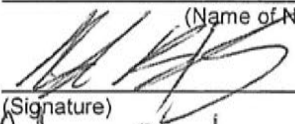
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

 6/10/25
 (Signature) (Date)

Adam Boxberger SVP of Operations
 (Name and Title)


 (Signature)

06/17/2025

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services


(CONTRACTS EXCEEDING \$114,800 ARE NOT
 APPROVED NOR AUTHORIZED TO BEGIN WITHOUT
 SIGNATURE OF THE BOARD PRESIDENT)

 President, Board of Education
 Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 4
	(Name(s) of Individual Assigned) Jasmin Martinez

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515).				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional	4	56	20	4480

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 4,480.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

06/17/2025

(Signature)

(Date)

Kirsten Zazo (06/17/2025 17:10 PDT)

(Signature)

(Date)

(Name and Title)

Kirsten Zazo, Assistant Superintendent of Educational Services

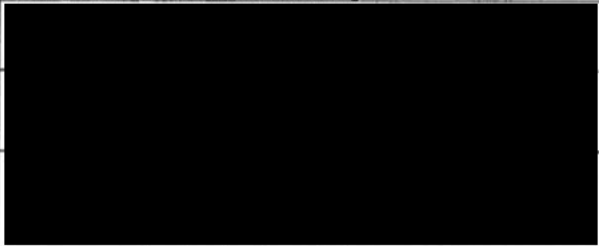
(CONTRACTS EXCEEDING \$114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contract) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 4
	(Name(s) of Individual Assigned) McKenzie Kerly

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional	4	56	20	4480

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 4,480.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

(Signature)

6/10/25

(Date)

(Name and Title)

Adam Boxberger

SVP of Operations

Kirsten Zazo (06/17/2025 17:10 PDT)

(Signature)

06/17/2025

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services


(CONTRACTS EXCEEDING \$114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned) Sherrell Lewis

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)	4	64	20	5120
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 5,120.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

06/17/2025

(Signature)

(Date)

Kirsten Zazo (06/17/2025 17:10 PDT)

(Signature)

(Date)

(Name and Title)

Kirsten Zazo, Assistant Superintendent of Educational Services


(CONTRACTS EXCEEDING \$114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 4
	(Name(s) of Individual Assigned) Amina Hussein

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional	4	56	20	4480

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 4,480.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

06/17/2025

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

Kirsten Zazo, Assistant Superintendent of Educational Services


(CONTRACTS EXCEEDING \$114,800 ARE NOT
APPROVED NOR AUTHORIZED TO BEGIN WITHOUT
SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/13/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/16/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N. 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Adam Boxberger
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 4
	(Name(s) of Individual Assigned) Dennis Tomlinson

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other Paraprofessional	4	56	20	4480

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 4,480.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

(Signature)

6/10/25

(Date)

Kirsten Zazo (06/17/2025 17:10 PDT)

(Signature)

06/17/2025

(Date)

Adam Berberger
(Name and Title)

SVP of
Operations

Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING \$114,800 ARE NOT
APPROVED NOR AUTHORIZED TO BEGIN WITHOUT
SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 6/17/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/14/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Ro Health, LLC
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 1900 W Nickerson St, Ste 200 Seattle, WA 98119
Julia Story, Coordinator jstory@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep/Contact) Jon Segarini, Area Manager jsegarini@rohealth.com General Counsel and Contracts Team Contracts@rohealth.com
	(CDE Cert #) NPA ID: 9902176
	(Title of Position(s))
	(Name(s) of Individual Assigned) Katelynn Anselmo

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515).				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other	4	52	18	3744

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 3,744.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Ro Health, LLC

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

 Alexandria Oleson

6/16/2025

(Signature)

(Date)

Alexandria Oleson, Contract Manager

(Name and Title)

 Kirsten Zazo

06/16/2025

(Signature)

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING \$114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

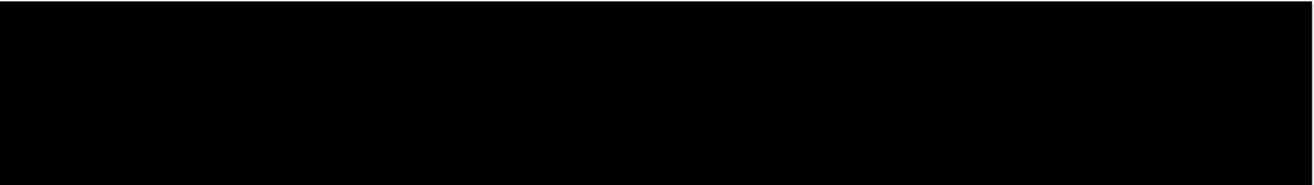
(Education Code Sections 56365 et seq.)

This agreement is effective on 5/5/2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Alameda Unified School District Nonpublic School Seneca Family of Agencies - TBC

LEA Case Manager: Julie Venuto

Phone Number



(Residence) _____ (Cell) _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)							
Behavior Intervention Services (535) / Therapeutic Behavioral Coaching			NPA	Standard	\$4,387/month	2 months	\$8,774.00*
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Other:							
Other:							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 8,774.00*

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 8,774.00*

4. Other Provisions/Attachments:

*Budget is set based on current utilization but is subject to change.

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Seneca Family of Agencies

(Name of Nonpublic School/Agency)

Scott Osborn

(Signature)

(Date)

Scott Osborn, Chief Operating Officer

(Name and Title)

(Name of LEA/SELPA)

K. Zazo

(Signature)

06/18/2025

(Date)

Kirsten Zazo

(Name of Superintendent or Authorized Designee)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on June 25, 2025 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Spectrum - Tara Hills
LEA/Case Manager	Jorge Wahner	Email	
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 300 during the regular school year (RSY)
300 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are: 0 during the regular school year (RSY)
4 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$322.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	0	days x	daily rate	\$322.00	Projected Basic Ed. Costs RSY	\$0.00
Estimated Number of Days - Extended SY	4	days x	daily rate	\$322.00	Projected Basic Ed. Costs ESY	\$1,288.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$1,288.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
510 Individual counseling	NPS	RSY	\$147.00	50	mins/weekly		mins/weekly	0	mins/mo/year	\$122.50
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$122.50
529 Parent counseling	LEA	RSY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
Transportation	NPS	RSY	\$196.00	4	days	0	mins/weekly	0	mins/mo/year	\$784.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$784.00
Total Estimated Maximum Basic Education Costs :										\$1,288.00
Total Related Services Costs:										\$906.50
Total Estimated Maximum Basic Education and Related Services Costs :										\$2,194.50

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:

Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Contractor
Spectrum - Tara Hills
Name of Nonpublic School/Agency

Aisha Robinson
Aisha Robinson (Jan 15, 2025 11:42 PM)
Signature Date
Aisha Robinson, Program Director
Name and Title

LEA
Alameda Unified School District
Name of LEA

Kirsten Zazo
Kirsten Zazo (06/18/2025 14:01 PDT)
Signature Date
Kirsten Zazo, Assistant Superintendent of Education Services

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$115,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On January 14, 2025, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Purchasing Manager.

Resolution Number 2024-2025.32 further limited the delegation to expenditures of less than \$114,800 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

1. (Fund 01) Software Product Agreement between AUSD and Renaissance (DnA, Services and Star) for 2025-2026 with a grand total of \$136,982.85.
2. (Fund 01) Software Product Agreement between AUSD and Renaissance (myON, Freckle, Lalilo) for 2025-26 and a grand total of \$54,620.97.
3. (Fund 01, MGR 52) Master Professional Services Agreement between AUSD and Ro Health LLC. for variable hourly rates with a total not to exceed \$1,500,000.00.
4. (Fund 01, Resource 6500, MGR 40) Professional Services Agreement between AUSD and Ro Health LLC. for variable hourly rates with a total not to exceed \$500,000.00.
5. (Fund 01, Resource 6500) Master Professional Services Agreement between AUSD and the Stepping Stones Group for various hourly rates with a total not to exceed \$700,000.00.
6. (Fund 01, Resource 6500) Master Professional Services Agreement between AUSD and Speech Therapy and Education (SPG) for various hourly rates with a total not to exceed \$1,500,000.00.
7. (Fund 01, Resource 6500) Master Professional Services Agreement between AUSD and Pine Health, LLC for various hourly rates with a total not to exceed \$2,000,000.00. (25-26 FY)
8. (Fund 01, Resource 6500) Master Professional Services Agreement between AUSD and Pine Health, LLC for various hourly rates with a total not to exceed \$46,080.00. (24-25 ESY)
9. (Fund 01) Service Agreement between AUSD and Care Solace, Inc for a total of \$27,000.00, with \$15,000 funded by the Alameda Education Foundation.
10. (Fund 01) Professional Services Agreement between AUSD and Alameda County Industries for scheduled services totaling \$328,432.12 with additional fees for on-call services.
11. (Fund 01) General, Fiscal and Operational Memorandum of Understanding between AUSD and Community Learning Center Schools (CLCS) for 2024-2025.

12. (Fund 01) Second Amended Facilities Use Agreement between AUSD and Community Learning Center Schools (CLCS) for a one-year term extension through June 30, 2026.
13. (Fund 13) Food Services Agreement between AUSD and NEA Community Learning Center with pricing applicable only should CA Universal Meals for students cease at \$3.50/breakfast, \$4.25 elementary lunch, \$4.75 middle school lunch, and \$5.00 high school lunch.
14. (Fund 13) Food Services Agreement between AUSD and Alameda Community Learning Center with pricing applicable only should CA Universal Meals for students cease at \$3.50/breakfast, \$4.25 elementary lunch, \$4.75 middle school lunch, and \$5.00 high school lunch.
15. (Fund 13) Food Services Agreement between AUSD and Academy of Alameda with pricing applicable only should CA Universal Meals for students cease at \$3.50/breakfast, \$4.25 elementary lunch, \$4.75 middle school lunch, and \$5.00 high school lunch.
16. (Fund 13) Food Services Agreement between AUSD and Phillips Academy with pricing applicable only should CA Universal Meals for students cease at \$3.50/breakfast, \$4.25 elementary lunch, \$4.75 middle school lunch, and \$5.00 high school lunch.
17. (Fund 01, Resource 6512) Professional Services Agreement between AUSD and East Bay Agency for Children for a total proposed budget of \$1,617,570.00.
18. (Fund 01, Resource 2600) Services Agreement between AUSD and Right at School, LLC. for a guaranteed minimum enrollment of 50 eligible students and a minimum cost of \$152,400.00 with costs for additional eligible students (\$3320 – TK/K, \$2980 – 1-5, \$2980 – 6 for daily program) in the daily program, and a minimum enrollment of 30 eligible students and a minimum cost of \$17,550 and \$585 per additional eligible student attending Intersession Camps.
19. (Fund 01, Resource 2600) Memorandum of Understanding between AUSD and Bay Area Music Project for Maya Lin Elementary School ASES and ELOP Funded Programs for an entitled compensation of \$224,600 to support 2 TK/K cohort (10 students) and 2 1-5th grade cohort (20 students), with an additional \$2,468 a month per additional TK/K cohort and \$2452 a month per additional 1-5th grade cohort, less any fee paying students in each cohort.
20. (Fund 01) Memorandum of Understanding between AUSD and Academy of Alameda for ASES Funded Programs with an entitled compensation of \$128,209.50 to support 75 students during the school year and 35 students during the summer.
21. (Fund 01, Resource 2600) Memorandum of Understanding between AUSD and KCE Champions LLC for Ruby Bridges Elementary School ASES and ELOP Funded Programs for compensation of \$2,034.00 per TK/K cohort and \$4,608.00 per 1-5th grade cohort of qualifying students.
22. (Fund 01) Memorandum of Understanding between AUSD and Bay Area Community Resources for Love Elementary School ASES and ELOP Funded Programs 2024-25 for an entitled compensation of \$143,000 to support 1 TK/K cohort (10 students) and 1 1-5th grade cohort (20 students), with an additional \$2,450 a month per additional TK/K cohort and \$2,350 a month per additional 1-5th grade cohort, less any fee paying students in each cohort.

23. (Fund 40) 2025-26 Lease Agreement between AUSD and Girls Inc. of the Island City for a total of \$157,255.68 in received rental fees for use of the properties.
24. (Fund 01, Resource 6500) Professional Services Agreement between AUSD and Bylund Neuro-Ed Clinic for an evaluation cost of \$6300.00 and a total not to exceed \$31,500.00.
25. (Fund 01, Resource 6500) Professional Services Agreement between AUSD and Kyle's Assessments for an assessment cost of \$2850.00 and a total not to exceed \$28,500.00.
26. (Fund 01, Resource 6500) Professional Services Agreement between AUSD and Christa Cusimano for an evaluation cost of \$6060.00 and a total not to exceed \$30,300.00.
27. (Fund 01, Resource 0977) Advanced Placement Exam Order Agreement (AHS) between AUSD and The College Board for a total cost of \$149,235.00.
28. (Fund 01, Resource 6110) Agreement for Special Education Services between AUSD and The Regents of the University of California SF for an expenditure budget not to exceed \$381,359.30 plus statutory COLA added after July 1, 2025.
29. (Fund 01) Three-Year Subscription Agreement between AUSD and BorderLAN Security for annual payments of \$49,690.33 and a total not to exceed \$149,070.99.
30. (Fund 01, Resource 9046) Professional Services Agreement between AUSD and the Marianne Olney-Hamel for an hourly rate of \$40.75 and a total not to exceed \$38,000.00.
31. (Fund 01, Resource 8150) Amendment No. 1 to Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Gachina Landscape Management for an increase of \$1,647.75 and an amended total of \$178,947.75.
32. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Gachina Landscape Management for a total price not to exceed \$50,000.00.
33. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and H.Y. Floor & Gameline Painting, Inc. for a total price not to exceed \$30,000.00.
34. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Bay City Boiler for a total price not to exceed \$70,000.00.
35. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Backflow Prevention Specialists, Inc. for a total price not to exceed \$30,000.00.
36. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Knorr Systems International LLC for a total price not to exceed \$59,522.10.
37. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Jet Mulch, Inc. for a total price not to exceed \$30,000.00.
38. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Jensen Landscape Services, LLC for a total price not to exceed \$50,000.00.
39. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Accessibility Service Company for

a total price not to exceed \$30,000.00.

40. (Fund 01) Professional Services Agreement between AUDS and Waxie Sanitary Supply for services as needed with a total not to exceed \$25,000.00.

41. (Fund 01) Professional Services Agreement between AUDS and COIT Cleaning & Restoration for services as needed with a total not to exceed \$25,000.00.

42. (Fund 01) Professional Services Agreement between AUDS and Smith's Pest Management for services as needed with a total not to exceed \$25,000.00.

43. (Fund 01) Independent Contractor Agreement for Routine Maintenance Services between AUDS and Extensive Air Conditioning Inc for a total not to exceed \$200,000.00.

44. (Fund 01) Independent Contractor Agreement for Routine Maintenance Services between AUDS and Apodaca Mechanical & Consulting, Inc. for a total not to exceed \$200,000.00.

45. (Fund 01) 2025-26 Software Product Agreement between AUDS and Aeries Student Information System for a total of \$174,751.56.

46. (Funds 13, 25 & 40) Amendment No. 1 to Professional Services Agreement between AUDS and Terracon Consultants, Inc. for an increase of \$16,000 and an amended total of \$46,000.00.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Renaissance (dNa, Star)	6/18/2025	Backup Material
<input type="checkbox"/> Renaissance (myON, Freckle)	6/18/2025	Backup Material
<input type="checkbox"/> Ro Health (Student Services)	6/18/2025	Backup Material
<input type="checkbox"/> Ro Health (Special Ed)	6/18/2025	Backup Material
<input type="checkbox"/> Stepping Stones Group	6/18/2025	Backup Material
<input type="checkbox"/> SPG Therapy & Education	6/18/2025	Backup Material
<input type="checkbox"/> Pine Health (25-26)	6/18/2025	Backup Material
<input type="checkbox"/> Pine Health (ESY)	6/18/2025	Backup Material
<input type="checkbox"/> Care Solace	6/18/2025	Backup Material

❑ Alameda County Industries	6/18/2025	Backup Material
❑ Community Learning Center Schools MOU	6/18/2025	Backup Material
❑ Community Learning Center Schools Facilities Use Agreement	6/18/2025	Backup Material
❑ NEA Community Learning Center	6/18/2025	Backup Material
❑ Alameda Community Learning Center	6/18/2025	Backup Material
❑ Academy of Alameda (Food Services Agreement)	6/18/2025	Backup Material
❑ Phillips Academy	6/18/2025	Backup Material
❑ East Bay Agency for Children	6/18/2025	Backup Material
❑ Right at School	6/18/2025	Backup Material
❑ Bay Area Music Project (Alameda Music Project)	6/18/2025	Backup Material
❑ Academy of Alameda (ASES MOU)	6/18/2025	Backup Material
❑ KCE Champions LLC	6/18/2025	Backup Material
❑ Bay Area Community Resources	6/18/2025	Backup Material
❑ Girls Inc. of the Island City - Alameda Island Kids	6/18/2025	Backup Material
❑ Bylund Neuro-Ed Clinic	6/18/2025	Backup Material
❑ Kyles Assessments LLC	6/18/2025	Backup Material
❑ Christa Cuismano	6/18/2025	Backup Material
❑ The College Board	6/18/2025	Backup Material
❑ The Regents of the University of California SF	6/18/2025	Backup Material
❑ BorderLAN	6/18/2025	Backup Material
❑ Marianne Olney-Hamel	6/18/2025	Backup Material
❑ Gachina Landscape Management (Amendment)	6/18/2025	Backup Material
❑ Gachina Landscape Management (25-26)	6/18/2025	Backup Material
❑ H.Y Floor Gameline Painting, Inc.	6/18/2025	Backup Material
❑ Bay City Boiler	6/18/2025	Backup Material
❑ Backflow Prevention Specialists	6/18/2025	Backup Material
❑ Knorr Systems International	6/18/2025	Backup Material
❑ JetMulch	6/18/2025	Backup Material
❑ Jensen Landscape Services	6/18/2025	Backup Material
❑ Accessibility Service Company	6/18/2025	Backup Material
❑ Waxie Sanitary Supply	6/18/2025	Backup Material
❑ COIT Cleaning and Restoration	6/18/2025	Backup Material
❑ Smith's Pest Management	6/18/2025	Backup Material
❑ Extensive Air Conditioning	6/18/2025	Backup Material
❑ Apodaca Mechanical Consulting	6/18/2025	Backup Material
❑ Aeries Student Information Systems	6/18/2025	Backup Material
❑ Terracon Consultants	6/18/2025	Backup Material

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-147467 v5

Alameda Unified School District - 280058

Lindsay Jenkins-Stark
Email - ljstark@alamedaunified.org
2060 Challenger Dr
Alameda, CA 94501-1037

Quote Summary

School Count: 16

Renaissance Products Total	\$139,897.57
Applied Discounts	(\$2,914.72)
Estimated Sales Tax	\$0.00
Shipping Cost	\$0.00
Grand Total	USD \$136,982.85

This quote includes: DnA, Services and Star.

By signing below, Customer:

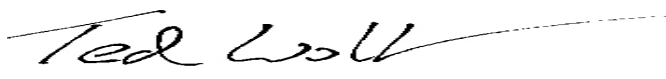
- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf>, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at <https://docs.renaissance.com/R62068> are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Requested Invoice Date: 01-Jul-2025

Renaissance will issue an invoice for this Quote on the Requested Invoice Date indicated above. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance prior to the Requested Invoice Date. Customer agreed to pay the invoice within 30 days after the Requested Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Alameda Unified School District
	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 05-Jun-2025	Date:

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Justin Mahan-Strupp at (510) 244-0269. Thank you.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-147467 v5

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-147467 v5

Quote Details			
Alameda Unified School District			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
DnA			
DnA, Software License	9200	\$5.52	\$50,784.00
Data Integration Services			
Custom Data Integration Maintenance	1	\$3,000.00	\$3,000.00
Quote Year 1 Subtotal			\$53,784.00
Alameda Unified School District SubTotal			\$53,784.00
Applied Discounts			(\$2,328.09)
Alameda Unified School District Total			\$51,455.91
Lincoln Middle School			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Math Subscription	897	\$5.57	\$4,996.29
Star Reading Subscription	897	\$5.35	\$4,798.95
Star Early Literacy Subscription	10	\$5.57	\$55.70
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$10,600.94
Lincoln Middle School SubTotal			\$10,600.94
Applied Discounts			(\$45.47)
Lincoln Middle School Total			\$10,555.47
Encinal High School			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	1494	\$5.35	\$7,992.90
Star Early Literacy Subscription	10	\$5.57	\$55.70
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$8,798.60
Encinal High School SubTotal			\$8,798.60
Applied Discounts			(\$-118.87)

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-147467 v5

Encinal High School Total			\$8,917.47
Wood Middle School			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	896	\$5.35	\$4,793.60
Star Math Subscription	896	\$5.12	\$4,587.52
Star Early Literacy Subscription	10	\$5.57	\$55.70
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$10,186.82
Wood Middle School SubTotal			\$10,186.82
Applied Discounts			(\$-357.73)
Wood Middle School Total			\$10,544.55
Island Continuation High Sch			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	100	\$5.35	\$535.00
Star Reading Subscription	50	\$5.35	\$267.50
Star Math Subscription	100	\$5.12	\$512.00
Star Early Literacy Subscription	10	\$5.57	\$55.70
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$2,120.20
Island Continuation High Sch SubTotal			\$2,120.20
Applied Discounts			(\$-5.03)
Island Continuation High Sch Total			\$2,125.23
Alameda Science and Technology Institute			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	100	\$5.35	\$535.00
Star Math Subscription	100	\$5.12	\$512.00
Star Early Literacy Subscription	10	\$5.57	\$55.70
Platform			

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-147467 v5

Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$1,852.70
Alameda Science and Technology Institute SubTotal			\$1,852.70
Applied Discounts			(\$0.47)
Alameda Science and Technology Institute Total			\$1,852.23

Love Elementary School

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	224	\$5.35	\$1,198.40
Star CBM Math Subscription	210	\$4.35	\$913.50
Star Math Subscription	363	\$5.12	\$1,858.56
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,859.71
Love Elementary School SubTotal			\$4,859.71
Applied Discounts			(\$126.31)
Love Elementary School Total			\$4,733.40

Alameda High School

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	1495	\$5.35	\$7,998.25
Star Early Literacy Subscription	10	\$5.57	\$55.70
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$8,803.95
Alameda High School SubTotal			\$8,803.95
Applied Discounts			(\$-118.98)
Alameda High School Total			\$8,922.93

Earhart Elementary School

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	225	\$5.35	\$1,203.75

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-147467 v5

Star CBM Math Subscription	210	\$4.35	\$913.50
Star Math Subscription	363	\$5.12	\$1,858.56
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,865.06
Earhart Elementary School SubTotal			\$4,865.06
Applied Discounts			(\$126.20)
Earhart Elementary School Total			\$4,738.86

Edison Elementary School

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	225	\$5.35	\$1,203.75
Star CBM Math Subscription	210	\$4.35	\$913.50
Star Math Subscription	363	\$5.12	\$1,858.56
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,865.06
Edison Elementary School SubTotal			\$4,865.06
Applied Discounts			(\$126.20)
Edison Elementary School Total			\$4,738.86

Maya Lin

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	224	\$5.35	\$1,198.40
Star CBM Math Subscription	211	\$4.35	\$917.85
Star Math Subscription	362	\$5.12	\$1,853.44
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,858.94
Maya Lin SubTotal			\$4,858.94
Applied Discounts			(\$127.52)

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote

Q-147467 v5

Maya Lin Total			\$4,731.42
Otis Elementary School			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	224	\$5.35	\$1,198.40
Star CBM Math Subscription	211	\$4.35	\$917.85
Star Math Subscription	362	\$5.12	\$1,853.44
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,858.94
Otis Elementary School SubTotal			\$4,858.94
Applied Discounts			(\$127.52)
Otis Elementary School Total			\$4,731.42
Ruby Bridges Elementary School			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	224	\$5.35	\$1,198.40
Star CBM Math Subscription	211	\$4.35	\$917.85
Star Math Subscription	362	\$5.12	\$1,853.44
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,858.94
Ruby Bridges Elementary School SubTotal			\$4,858.94
Applied Discounts			(\$127.52)
Ruby Bridges Elementary School Total			\$4,731.42
Bay Farm School			
Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	225	\$5.35	\$1,203.75
Star CBM Math Subscription	210	\$4.35	\$913.50
Star Math Subscription	363	\$5.12	\$1,858.56

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-147467 v5

Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,865.06
Bay Farm School SubTotal			\$4,865.06
Applied Discounts			(\$126.20)
Bay Farm School Total			\$4,738.86

Paden Elementary School

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	224	\$5.35	\$1,198.40
Star CBM Math Subscription	211	\$4.35	\$917.85
Star Math Subscription	362	\$5.12	\$1,853.44
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,858.94
Paden Elementary School SubTotal			\$4,858.94
Applied Discounts			(\$127.52)
Paden Elementary School Total			\$4,731.42

Franklin Elementary School

Products & Services	Quantity	Unit Price	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026			
Star Assessments			
Star Reading Subscription	224	\$5.35	\$1,198.40
Star CBM Math Subscription	210	\$4.35	\$913.50
Star Math Subscription	363	\$5.12	\$1,858.56
Star Early Literacy Subscription	25	\$5.57	\$139.25
Platform			
Annual All Product Renaissance Platform	1	\$750.00	\$750.00
Quote Year 1 Subtotal			\$4,859.71
Franklin Elementary School SubTotal			\$4,859.71
Applied Discounts			(\$126.31)
Franklin Elementary School Total			\$4,733.40

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

PO Box 8036, Wisconsin Rapids, WI 54495

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

www.renaissance.com

Quote

Q-147467 v5

Lexile is a registered trademark of MetaMetrics, Inc.

©Copyright 2024 Renaissance Learning, Inc. All rights reserved.

All logos, designs, and brand names for Renaissance's products and services are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organization

**SECONDED AMENDED FACILITIES USE
AGREEMENT BY AND BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT,
COMMUNITY LEARNING CHARTER SCHOOLS, INC., NEA COMMUNITY
LEARNING CHARTER SCHOOL AND ALAMEDA COMMUNITY LEARNING
CHARTER SCHOOL**

THIS FIRST AMENDED AGREEMENT (“Agreement”) is made this 24th day of June, 2025, by and between the Alameda Unified School District, a public school district organized and existing under the laws of the State of California (“District”) and Community Learning Center Schools, Inc., (“CLCS”) a California non-profit public benefit corporation operating two public charter schools in Alameda (Nea Community Learning Center, or “Nea” and Alameda Community Learning Charter School, or “ALCLC”, collectively the “CLCS Charter Schools”). The District and CLCS are each a “Party” and collectively referred to as “the Parties.”

R E C I T A L S

WHEREAS, CLCS is a non-profit public benefit corporation that operates the CLCS Charter Schools pursuant to authorization by the District; and

WHEREAS, the CLCS Charter Schools requires space to operate their programs and have contingent current or future claims on District space pursuant to the requirements of California Education Code section 47614 and its implementing regulations (also known as “Proposition 39”); and

WHEREAS, the parties desire to provide for the use of District space by the CLCS Charter Schools in a manner that allows for greater long-term certainty for the parties than is provided for by the Proposition 39 process; and

WHEREAS, the District is willing to provide space for the CLCS Charter Schools on the terms and conditions set forth herein; and

WHEREAS, effective April 29, 2014 the Parties entered into a Facilities Use Agreement (the “FUA”) allowing the parties to forego the Proposition 39 process while providing the CLCS Charter Schools with a long-term opportunity to use suitable classrooms and facilities at the District’s Woodstock Education Center (the “Site”), located at 1900 Third Street Alameda, CA; and

WHEREAS, the FUA may be modified by mutual written agreement; and

WHEREAS, the parties jointly wish to modify the FUA;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Use of the Site and Dedicated Space.

The District agrees to allow the CLCS Charter Schools exclusive use of the Site for the sole purpose of operating the CLCS Charter Schools educational programs in accordance with the charters of the CLCS Charter Schools. The Site is sometimes referred to herein as the “Dedicated Space”.

The CLCS Charter Schools' right to exclusive use of Dedicated Space shall be coterminous with the earlier of (1) the end of term of this Agreement and (2) the termination of CLCS Charter Schools' charters as more specifically set forth in section 5 of this Agreement. Upon the termination of this Agreement, the right to exclusive use and occupation of the Dedicated and Shared Space and the facilities and equipment thereon shall revert to the District. As titleholder to the Dedicated and Shared Space and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Dedicated and Shared Space, facilities and equipment for District services.

For purposes of compliance with the Civic Center Act with respect to the Dedicated Space only, the Board of Trustees of CLCS shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community. The CLCS Charter Schools shall not charge more than the District charges to the community for similar use. If the CLCS Charter Schools charge fees for facilities access, they shall pass on such fees to the District.

Section 2. [DELETED].

Section 3. Facility & Amenities – Occupancy & Use.

The CLCS Charter Schools shall comply with District policies and/or practices regarding the operations and maintenance of the Site, including furnishings and equipment

FURNISHINGS AND EQUIPMENT: All furnishings and equipment present at the Site as of the date that the CLCS Charter Schools take occupancy of the site shall remain the property of the District. The District and the CLCS Charter Schools shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Site. CLCS Charter Schools is responsible for any damage to furnishings and equipment in excess of normal wear and tear. CLCS is further responsible for replacing furnishings and equipment which require replacement sooner than provided for by the District's standard practice. Such replacement furnishings shall become the property of the District.

SECURITY: The Dedicated Space shall be wired to the Site's alarm system. The CLCS Charter Schools shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space, except that in years in which the CLCS Charter Schools are co-located with one or more non-CLCS schools or programs, the CLCS Charter Schools shall not be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space which are not caused by the CLCS Charter School's students, staff, or other associated parties. The CLCS Charter Schools shall operate a closed campus and cooperate with the District on security issues. The CLCS Charter Schools may have a unique security code. If there is a fire at the property, the CLCS Charter Schools shall immediately notify the District but no later than within one business day. CLCS Charter Schools shall exercise reasonable care to ensure that facility keys are not misplaced or stolen. CLCS Charter Schools shall notify the District within 5 hours of discovering that a key is no longer in CLCS Charter Schools' custody and control and shall assume the full cost of re-keying all portions of the facility which can be accessed using the

lost or stolen key, including those portions of the facility which are Shared Space and space reserved exclusively for District use.

EMERGENCY: In an emergency, including if the Space is destroyed or damaged in any material way, the District reserves the right to temporarily interrupt the CLCS Charter Schools' use of the Space or any Site facilities or systems.

CUSTODIAL: If the CLCS Charter Schools chooses to provide their own custodial services to clean their dedicated space, District designee shall retain the right to periodically inspect Site. District designee will inform the CLCS Charter Schools' designee of deficiencies and provide a reasonable opportunity for CLCS Charter Schools to correct the deficiency. CLCS Charter Schools' repeated and persistent failure to correct deficiencies in a timely manner will require that CLCS Charter Schools use District custodial services and pay its proportional cost.

PEST MANAGEMENT: Notwithstanding anything provided in this Agreement, the District shall provide the pest management for the Site in accordance with the District pest management policy upon written notice to CLCS Charter Schools of its intention to do so, the schedule upon which the pest management service will be provided and the estimated cost of such pest management service. CLCS Charter Schools shall pay the reasonable and customary fee or charge for said pest management service.

INSPECTION: In addition to the site inspections described below, the District shall have the right to conduct inspections of the Site at the beginning and end of each school year in order to determine the condition of the Site. Such inspections will take place at a time determined by the District.

Section 4. Modernization. In the event that the District designates facilities funds for the facility and begins modernizing the facility, the District and the CLCS Charter Schools will meet to discuss the issue of modernization for the Site.

Section 5. Term. The term of this Agreement shall be extended for one (1) additional fiscal year and shall end on June 30, 2026, unless terminated sooner in accordance with the provisions set forth herein.

Section 6. Termination. This Agreement will automatically terminate on the termination, surrender, or revocation of the CLCS Charter Schools' charters, or the cessation of the CLCS Charter Schools' operations for any reason. However, this Agreement shall not terminate until after the CLCS Charter Schools has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

Section 7. Facilities Use Charge. CLCS is hereby obligated to pay to the District a Facilities Use Charge in each year of the Agreement.

CLCS shall pay an annual Facilities Use Fee equal to the sum of the following:

- A Base Fee equal to the greater of 3% of the combined state and federal revenues of ACLC and Nea in the then-current school year, or 3% of the combined revenues of ACLC and Nea in the previous school year; plus
- A Longevity Fee equal to 10% of the applicable Base Fee, in recognition of the District's grant of a long-term placement.

Section 8. Utilities. The CLCS Charter Schools shall be solely responsible for the cost of all utilities used or consumed by the CLCS Charter Schools on the Site. The CLCS Charter Schools shall install and obtain their own internet service provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. The CLCS Charter Schools will be billed according to the utilities billing cycle for their pro rata share of the total Site utilities costs where billing is unable to be separately billed.

Section 9. Maintenance. Facilities, furnishings, and equipment provided to the CLCS Charter Schools shall remain the property of the District.

MAINTENANCE AND OPERATIONS: The ongoing operations and routine maintenance and operations (“M&O”) of the facilities and equipment are the responsibility of the CLCS Charter Schools. M&O is defined as all maintenance work other than “major maintenance” as that term is defined below. M&O thus includes, but is not limited to work done to maintain, repair, and operate buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment. The CLCS Charter Schools shall comply with District policies regarding the operations and maintenance of the Site and furnishings and equipment, except to the extent variation is approved by the District. However, the CLCS Charter Schools need not comply with policies in cases where actual District practice substantially differs from official policies, and instead must comply with actual District practices.

DEFERRED MAINTENANCE PLAN AND SERVICES: “Deferred Maintenance” shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; this is further detailed by the Office of Public School Construction Deferred Maintenance Program Handbook, and it is updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings; asphalt paving; the inspection, sampling and analysis of building materials to determine the presence of hazardous materials including asbestos-containing materials; the encapsulation or removal of asbestos-containing materials; the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials; the control, management, and removal of lead-containing materials; or other such items may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District standard practice shall remain the responsibility of the District. CLCS Charter Schools may request said services from the District’s Maintenance and Operations Division on a fee-for-service basis. Fee-for-service charges shall be based upon rates that will be updated periodically by the District. Any such fees will be charged to the CLCS Charter Schools through District’s work order system along with an estimate for the requested services which will be delivered to CLCS Charter Schools within a reasonable amount of time. To the extent a service is being delivered on a long-standing or continuous basis, it is understood and agreed by the Parties that such request for services must be renewed at the outset of each school year to be a validly enforceable obligation.

The District shall be responsible for the major maintenance of the facilities used by the CLCS Charter Schools. For purposes of this section, “major maintenance” includes the major repair or replacement of all or a portion of the building structure and/or plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other

items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine M&O.

Section 10. No Right to Make Alterations or Improvements. During the Term of this Agreement, the CLCS Charter Schools has no right to make alterations, additions, or improvements to the Site, which shall include modular classrooms, (collectively, “Improvements”) without the prior written consent of the District, and if required, the Division of the State Architect. The CLCS Charter Schools may submit a request to make Improvements to the Site, and the District agrees to respond to a timely and complete request by the CLCS Charter Schools within forty-five (45) days. The District’s approval of any Improvements, including the construction schedule, work hours, and modifications, shall be at District’s sole and absolute discretion, and District may disapprove of such improvements without reason. Notwithstanding, the District will collaborate with the CLCS Charter Schools with regard to any construction schedule to ensure the least disruption to the educational programming. Contractors retained by the CLCS Charter Schools with respect to the construction or installation of Improvements must be paid prevailing wages; shall be fully licensed and bonded as required by law; and must maintain levels of casualty, liability and workers’ compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of Improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to CLCS Charter Schools, including building codes and prevailing wage laws. The District or the District’s agent shall have a continuing right at all times during the period that Improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

Section 11. Signage. The CLCS Charter Schools may install signage at the Site, including the following: one sign at the CLCS Charter Schools’ main entrance stating Nea’s and ACLCs’ names and other pertinent information, a sign indicating the main offices of each CLCS Charter School, and other directional signs as appropriate. The signage shall not require any Improvement to the Site in order to erect such signage. The signage and method of installing the signage must be approved by the District and be in compliance with any District standards previously made available to CLCS Charter Schools and CLCS Charter Schools’ receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District’s standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. The CLCS Charter Schools may place additional signs on the property with prior District approval.

Section 12. Condition of Property. The CLCS Charter Schools, at their expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Dedicated Space, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The CLCS Charter Schools shall not be responsible for any and all environmental conditions that existed prior to the CLCS Charter Schools’ occupancy of the Site. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The CLCS Charter Schools shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the CLCS Charter Schools.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space due to the CLCS Charter Schools’ use and occupancy thereof, the CLCS Charter Schools, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Site.

Section 13. Title to Property. The parties acknowledge that title to the Site, including but not limited to the Dedicated

and Shared Space, is held by the District and shall remain in the District at all times.

Section 14. Fingerprinting. The CLCS Charter Schools shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements shall be provided in writing to the District prior to each individual's commencement of employment or participation in any activity of the CLCS Charter Schools on the Dedicated Space and prior to permitting contact with non-CLCS pupils.

Section 15. Insurance.

A. CLCS Charter Schools' Insurance. CLCS Charter Schools, at CLCS Charter Schools' sole cost and expense, shall both obtain and keep in full force and effect, beginning on the Commencement Date and continuing until this Agreement terminates, the following insurance policies for the Site, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

(1) **Liability Insurance.** Commercial general liability insurance with respect to the Site and Dedicated Space, if any, and the operations of or on behalf of the CLCS Charter Schools in, on or about the Site, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the School as required by the District as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of the District. The policy shall be endorsed to name the Alameda Unified School District and the Board of Education of the City of Alameda as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the CLCS Charter Schools' insurance primary; provided, however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the CLCS Charter Schools.

(2) **Property Insurance.** Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of the CLCS Charter Schools' trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charter's Property") in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain) a waiver of subrogation in favor of the District. With regard to such property insurance, the District agrees that the CLCS Charter Schools shall have the right to participate in insurance policies obtained by the District where such policies are less expensive or otherwise more advantageous to the CLCS Charter Schools than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that the CLCS Charter Schools has no obligation hereunder to purchase earthquake coverage.

(3) **Workers' Compensation, Employer Liability.** Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the CLCS Charter Schools from

claims that may arise from its operations pursuant to the Workers' Compensation Act, and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(4) Insurance Against Employee Theft or Dishonesty. The CLCS Charter Schools shall maintain coverage against employee theft and dishonesty with a minimum coverage of \$1M per occurrence.

B. Insurance Policy Criteria. All policies of insurance required to be carried by CLCS Charter Schools shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard the District requires for non-charter public schools [A.M. Best A-, VII or better]. Insurance provided through a Joint Powers Authority shall be considered sufficient under this section. Any such insurance required of the CLCS Charter Schools hereunder may be furnished by the CLCS Charter Schools under any blanket policy carried by it or under a separate policy therefore. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the date the CLCS Charter Schools is given the right to possession of the Site, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. In addition, the District and the Board of Education of the City of Alameda shall be named as an additional insured on the liability policies and a loss payee on the property coverage for the Site. The District may, at any time and from time to time, upon reasonable notice to the CLCS Charter Schools and at no cost to the CLCS Charter Schools, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of the CLCS Charter Schools under this Agreement.

C. Failure to Obtain Insurance. If the CLCS Charter Schools fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any applicable law, the District may (but without obligation to do so), and with concurrent notice to the CLCS Charter Schools, perform such obligations on behalf of the CLCS Charter Schools, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by CLCS Charter Schools to the District.

D. Reimbursement. CLCS Charter Schools shall reimburse the District for cost of the premiums paid by the District for the insurance carried by the District pursuant to the terms of section C herein. Such amounts will be payable by check and may not be deducted by the District from the CLCS Charter Schools' Revenue account.

E. District Insurance. During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the Site and any District-owned personal property) in amounts equal to that which would be in place if the Site were occupied by another school of the District. For services provided by the District to the CLCS Charter Schools, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

Section 16. Indemnification. The CLCS Charter Schools shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all third-party claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after District delivers possession of the Dedicated Space to the CLCS Charter Schools, arising from the CLCS Charter Schools' use of the Site or from the conduct of its business or from any activity, work, or other things done,

permitted or suffered by the CLCS Charter Schools in or about the Site; provided, however, that the CLCS Charter Schools shall not have any obligation to indemnify, hold harmless or defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after the District delivers possession of the Dedicated and Shared Space to the CLCS Charter Schools, resulting from or arising out of the sole negligence or willful malfeasance of the District, its trustees, officers, employees and agents or any person or entity not subject to the CLCS Charter Schools' control and supervision.

The District shall indemnify, hold harmless, and defend the CLCS Charter Schools, its trustees, officers, employees and agents against and from any and all third-party claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after the District delivers possession of the Dedicated Space to the CLCS Charter Schools, arising from the District's use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; provided, however, that the District shall not have any obligation to indemnify, hold harmless or defend the CLCS Charter Schools, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after the District delivers possession of the Dedicated and Shared Space to the CLCS Charter Schools, resulting from or arising out of the sole negligence or willful malfeasance of the CLCS Charter Schools, its trustees, officers, employees and agents or any person or entity not subject to the District's control and supervision.

Section 17. Access. The District and its authorized representatives shall have the right, after twenty-four (24) hours prior written notice to CLCS, to enter the Site during normal business hours for the purpose of inspection and audit ("Inspection") or to perform Deferred Maintenance in or on the Site. Nothing in this section shall prevent the District from entering the Site to address an emergency upon the Site, nor shall this provision restrict the District's authority to enter the Site without advanced notice to perform its general oversight responsibilities under the terms of the CLCS Charter Schools' charters and applicable law. An "emergency" shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the Site; or circumstances that risk further imminent damage or destruction to the Site; or circumstances that otherwise jeopardize the operation of the Site, including, but not limited to, the safety and sanitary condition of the Site.

Section 18. Surrender of Site. Upon the Termination Date or other termination of this Agreement, the CLCS Charter Schools shall peaceably quit and surrender to the District the Site, together with the CLCS Charter Schools improvements and all alterations approved by the District in good order and condition, except for normal wear and tear after the CLCS Charter Schools' having made the last necessary repair required on its part under this Agreement, and further except for any portion of the Dedicated Space condemned and any damage and destruction for which the CLCS Charter Schools is not responsible hereunder.

Section 19. No Hold Over. CLCS Charter Schools shall surrender possession of the Site immediately upon the expiration of the Term or earlier termination of this Agreement. Absent a written agreement to the contrary, CLCS Charter Schools will not be permitted to hold over possession of the Site after such expiration or earlier termination of the Term without the express written consent of the District, which consent the District may withhold in its sole and absolute discretion. Any holdover by CLCS Charter Schools shall constitute a breach of this Agreement by

CLCS Charter Schools entitling the District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

During any hold over period, CLCS Charter Schools shall not occupy and use the Site during the hold over period except to remove its personal property and Alterations as it has coordinated with District.

Section 20. Liens. CLCS Charter Schools shall not suffer or permit any liens to stand against the Site, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of the CLCS Charter Schools any such lien shall at any time be filed against the Site, the CLCS Charter Schools shall provide written notice thereof to the District as soon as notice of such lien or action comes to the knowledge of the CLCS Charter Schools. The CLCS Charter Schools shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by the District to subject its estate in the Site or any estate that may be construed in favor of the CLCS Charter Schools under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

Section 21. Release of Liens. If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by the CLCS Charter Schools whose dealings gave rise to the lien and without releasing the CLCS Charter Schools from any of its obligations, cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien.

Section 22. Damage and Destruction.

A. Notice to the District. CLCS Charter Schools shall provide written notice to the District immediately of any casualty that wholly or partially damages or destroys the CLCS Charter Schools Dedicated or Shared Space.

B. If there is damage or destruction, in whole or in part, to the CLCS Charter Schools Premises or CLCS Charter Schools Shared Premises:

(1) Unsafe Access or Use. If CLCS Charter Schools and the District determine that all or substantially all of the CLCS Charter Schools Premises and/or CLCS Charter Schools Shared Premises are inaccessible or unusable by CLCS Charter Schools in a safe manner, then the parties may mutually agree to terminate this Agreement.

(2) Safe Access or Use. If CLCS Charter Schools and the District determine that CLCS Charter Schools can safely continue its educational program from the Site, CLCS Charter Schools may elect to continue the Agreement in effect; provided, that CLCS Charter Schools' Rent shall be adjusted proportionately for that portion of the Dedicated and/or Shared Space that CLCS Charter Schools cannot use and relinquishes use of.

(3) Upon mutual agreement between the parties, CLCS Charter Schools may elect to pay the District for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by the District. If CLCS Charter Schools exercises such option, this Agreement shall continue in full force and effect, but the Rent and all other charges, expenses and fees shall be proportionately reduced.

(4) If this Agreement is terminated pursuant to this Section, the District shall make best efforts to house CLCS Charter Schools' entire program that was conducted at the Site in a single facility for the remainder of the CLCS Charter Schools' planned school year. If the District cannot provide CLCS Charter Schools with a single facility, the District shall make best efforts to provide CLCS Charter Schools with classrooms sufficient to house the CLCS Charter Schools' entire program that was conducted at the Site across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the Site or at other District real property that the District deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code, nothing herein shall obligate the District to expend unrestricted general fund revenues. To the extent permitted by Education Code § 47614, the CLCS Charter Schools may thereafter submit a request for facilities pursuant to Education Code Section 47614 to the District for the subsequent school year.

Section 23. Eminent Domain.

A. Termination of Agreement. This Agreement shall terminate if all of the Dedicated or Shared Space is permanently taken under the power of eminent domain. If only a part of the Dedicated or Shared Space is permanently taken under the power of eminent domain, the District or CLCS Charter Schools may elect to terminate this Agreement by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Agreement, the Rent shall be proportionately reduced based on the portion of the Dedicated and Shared Space which is rendered unusable, and the District shall restore the Site by constructing a demising wall deemed necessary by the District to separate the Dedicated or Shared Space from the portion permanently taken. In the event the District terminates this Agreement pursuant to this Section, the District shall make best efforts to house CLCS Charter Schools' entire program in a contiguous facility for the remainder of the CLCS Charter Schools' planned school year. If the District cannot house the CLCS Charter Schools' entire program in a single contiguous facility, the District shall make best efforts to provide CLCS Charter Schools with classrooms sufficient to house the CLCS. To the extent permitted by Education Code § 47614, the CLCS Charter Schools may thereafter submit a request for facilities pursuant to Education Code Section 47614 to the District for the subsequent school year.

B. Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the Site, the District shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the Site. Nothing contained in this Article 15 shall be deemed to give the District any interest in or to require CLCS Charter Schools to assign to the District any separate award as designated by the condemning authority made to CLCS Charter Schools for (i) the taking of CLCS Charter Schools' tangible property, (ii) interruption of or damage to CLCS Charter Schools' business, or (iii) amounts attributable to CLCS Charter Schools' relocation expenses.

C. Temporary Taking. No temporary taking of the Dedicated or Shared Space under this Agreement shall terminate this Agreement or give CLCS Charter Schools any right to any abatement of any payments owed to the District pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to the District, except as to compensation for (i) the temporary taking of CLCS Charter Schools' personal property, (ii) interruption of or damage to CLCS Charter Schools' business, or (iii) amounts attributable to CLCS Charter Schools' temporary relocation expenses.

Section 24. CLCS or CLCS Charter Schools Default; the District's Remedies.

Default by CLCS or CLCS Charter Schools. The occurrence of any one of the following events shall be considered a default of this Agreement by CLCS and the CLCS Charter Schools:

(1) Failure to meet one or more of the following enrollment requirements in two consecutive school years, as measured on September 15th of each year. For purposes of this subsection only, "Site" includes the Alameda Boys & Girls Club:

- a. At least 55% of students served by each CLCS Charter School at the Site must be Alameda residents.
- b. The CLCS Charter Schools' combined Site enrollment in transitional kindergarten through fifth grades may not exceed 300 students, except that a single additional student may be added per classroom consistent with the current collective bargaining agreement. In no event shall this total enrollment ever exceed 312 students for TK-5, or 1,050 students for the Site.
- c. The CLCS Charter Schools' combined Site enrollment in sixth through twelfth may not exceed 750 students.

(2) The failure of CLCS and/or the CLCS Charter Schools to pay any charges, costs, or fees due and payable hereunder, including but not limited to the cost of installing portable classrooms at the Site consistent with the Settlement Agreement dated September 12, 2017 and any cost of restoring the Site to its current condition at the expiration of this Agreement if requested by the District; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(3) The failure of CLCS and/or the CLCS Charter Schools to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. The District shall provide CLCS with written notice of default and CLCS and/or the CLCS Charter Schools shall have ten (10) business days to provide a response to the District, either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by the District within which CLCS and/or the CLCS Charter Schools will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by the District to CLCS without prior written agreement by the District. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(4) CLCS Charter Schools' abandonment of the Site for a period of thirty (30) consecutive days, it being agreed that the fact that any of CLCS Charter Schools' property remains on the Site shall not be evidence that CLCS Charter Schools has not vacated or abandoned the Site; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Site;

(5) The making by CLCS and/or the CLCS Charter Schools of any general assignment or general arrangement for the benefit of creditors; the filing by or against CLCS or any CLCS Charter School of a petition to have CLCS and/or a CLCS Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the CLCS Charter Schools' assets located at the Site, or of CLCS Charter Schools' interest

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

(6) Any failure by CLCS and/or the CLCS Charter Schools to execute and deliver any statement or document described in Article 20 below within a reasonable period of time after the District's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(7) CLCS's or the CLCS Charter Schools' assignment or other transfer of their rights, duties, or privileges under this Agreement in violation of Section 29 below.

(8) The cessation of the CLCS Charter Schools' programs after a revocation, nonrenewal or surrender of the charter to the District. However, the CLCS Charter Schools shall not be in default of this Agreement until after the CLCS Charter Schools has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

(9) The CLCS Charter Schools' failure to surrender the Site in accordance with Section 18 above.

B. The District's Remedies.

(1) In the event of any default by CLCS and/or the CLCS Charter Schools which is not cured within the time periods specified in this Agreement, the District shall have the right, in addition to all other rights available to the District under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing CLCS Charter Schools with a ninety (90) day prior written notice of termination. Upon termination, the District may recover any damages proximately caused by CLCS Charter Schools' failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by the District in an effort to mitigate damages, as well as any other damages which the District is entitled to recover under any statute now or later in effect.

(2) In accordance with Civil Code section 1951.4 (or any successor statute), CLCS and the CLCS Charter Schools acknowledge that in the event CLCS or the CLCS Charter Schools have breached this Agreement and abandoned the Site, this Agreement shall continue in effect for so long as the District does not terminate CLCS Charter Schools' right to possession, and the District may enforce all its rights and remedies under this Agreement, including the right to recover the Facilities Use Charge and all other fees and charges specified herein as they become due under this Agreement, and to further recover any additional reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the CLCS Charter Schools' Dedicated or Shared Space or the appointment of a receiver upon initiative of the District to protect the District's interest under this Agreement shall not constitute a termination of CLCS Charter Schools' right to possession. In addition to its other rights under this Agreement, the District has the remedy described in Civil Code section 1951.4.

(3) In the event of any default by CLCS and/or the CLCS Charter Schools which is not cured within the time periods specified in this Agreement, the District shall also have the right, with or without terminating this Agreement, to enter the Site, including all Dedicated and Shared Space, and remove

all persons and personal property from the Site, such property being removed and stored in a public warehouse or elsewhere at CLCS Charter Schools' sole cost and expense. No removal by the District of any persons or property in the Site shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by the District in writing, or decreed by a court of competent jurisdiction. The District's right of entry shall include the right to remodel the CLCS Charter Schools Dedicated or Shared Space and re-allocate such spaces to other schools, programs, or entities. Any payments made by CLCS Charter Schools or fees or charges paid by any replacement schools or programs shall be credited to the amounts owed by the CLCS Charter Schools under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.

(4) If CLCS or the CLCS Charter Schools fail to perform any covenant or condition to be performed by CLCS Charter Schools within a the time period specified in this Agreement after CLCS received written notice of such failure from the District, the District may perform such covenant or condition at its option, after notice to CLCS Charter Schools. In the event of an Emergency, the District has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by the District in so performing shall be reimbursed to the District by CLCS in accordance with section 5.2 hereof. Any performance by the District of CLCS or the CLCS Charter Schools' obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by the District in collecting payments due or enforcing the obligations of CLCS or the CLCS Charter Schools under this Use Agreement shall be paid by CLCS to the District in accordance with section 5.2 hereof.

(5) The rights and remedies of the District set forth herein are not exclusive, and the District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

Section 25. The District's Default; CLCS Charter Schools' Remedies.

A. The District's Default. The District shall be considered in default of this Agreement for failure by the District to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case the District shall perform its obligations immediately). CLCS shall provide the District with written notice of default and the District shall have ten (10) business days to provide a response either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to CLCS Charter Schools within which the District will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by CLCS Charter Schools without prior written agreement by CLCS Charter Schools.

B. CLCS Charter Schools' Remedies. If the District fails to perform any covenant or condition to be performed by the District within the time period specified in section 25(A) after the District received written notice of such failure from CLCS, CLCS shall have the right to withhold payment as its remedy for the District non-performance. In the event of an Emergency, CLCS Charter Schools has the right to perform such activity to mitigate the impact of the Emergency. All out-of-pocket, reasonable costs and expenses actually incurred by CLCS Charter Schools as a result of the District's failure to perform under this Agreement, in collecting payments due or enforcing the obligations the District under this Agreement shall be paid by the District to CLCS Charter Schools within thirty (30) days of written demand therefore.

The rights and remedies of CLCS Charter Schools set forth herein are not exclusive, and CLCS Charter Schools may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

Section 26. Capacity to Sign. All parties represent and warrant that they possess all necessary capacity and authority to sign and enter into this Agreement. Each individual signing this Agreement for a party which is a public agency, a corporation, a partnership, a limited liability company, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, represents and warrants that he or she has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf he or she is signing.

Section 27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:	Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501 Attn: Assistant Superintendent of Business Services
---------------------	--

If to CLCS or the CLCS Charter Schools:	Community Learning Charter Schools, Inc. Woodstock Education Center 1900 Third Street Alameda, CA 94501 Attn: Executive Director
---	--

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 28. Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, disputes between CLCS, the CLCS Charter Schools and the District regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be employees(s) of CLCS Charter Schools or the District); (2) a statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute, the representatives from CLCS shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator

within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service (“SMCS”) is unable or refuses to provide a mediator, the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply, and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District, CLCS, and CLCS Charter Schools.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

Section 29. No Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party.

Section 30. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 31. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties.

Section 32. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

Section 33. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment.

Section 34. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 35. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 36. Modifications. Modifications of this Agreement may be made by mutual written agreement at any time and must express intent to modify this Agreement. Any modification of this agreement must be in writing and executed by duly authorized representatives of both parties.

Section 37. Force Majeure. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, non-availability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

Section 38. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 39. Construction. Nothing in this Agreement shall affect the number of positions held by or reduce the amount of work performed by District employees covered by a collective bargaining agreement with the District.

Section 40. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 41. Entire Agreement. This Agreement contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties pursuant to Section 36 hereto prior to its becoming effective.

Section 42. Satisfaction and Waiver of Proposition 39 and Related Claims. The District, CLCS and the CLCS Charter Schools mutually agree that no party will have an obligation to participate in the Proposition 39 process during the Term of this Agreement. CLCS and the CLCS Charter Schools agree that by entering into this Agreement, the District has satisfied all of its Proposition 39 obligations to the CLCS Charter Schools during the Term of the Agreement, and further knowingly waive any current or future claim to District facilities during the Term of the Agreement.

Section 43. Joint Working Group. The Parties agree to form a working group which will meet annually during the term of this Agreement to identify and discuss areas of collaboration, efficiencies, and operational overlap. The working group will include at least one board representative each from CLCS and the District.

Section 44. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this First Amended Agreement on the date first above written.

ALAMEDA UNIFIED SCHOOL DISTRICT

Gary K. Lym,
President, Board of Education

Date

Pasquale Scuderi,
Secretary, Board of Education

Date

COMMUNITY LEARNING CHARTER SCHOOLS, INC.,
NEA COMMUNITY LEARNING CHARTER SCHOOL, and
ALAMEDA COMMUNITY LEARNING CHARTER SCHOOL



Executive Director

06/13/25

NAME TITLE

Date

**SERVICES, SCHOOL FACILITIES LICENSE
AND BUILDING USE AGREEMENT**

By and Between:

RIGHT AT SCHOOL, LLC

and

ALAMEDA UNIFIED SCHOOL DISTRICT

This SERVICES, SCHOOL FACILITIES LICENSE AND BUILDING USE AGREEMENT (“Agreement”) is entered into this 1st day of July, 2025 (the “Effective Date”) by and between Right at School, LLC (the “Provider” or “Licensee”), and the Alameda Unified School District (the “District” or “Licensor”). The Provider and the District are referred to in this Agreement as the Parties or individually as a Party.

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools listed in this Agreement or any of the Schedules incorporated herein.

D. Right At School operates the District’s enrichment programs at the schools set forth below as of the Effective Date. Programs include summer camp and/or other enrichment programming, including, but not limited to, after school, kindergarten wrap-around, , winter-break, spring-break, half and full day programming, and teacher in-service day programming.

E. The District may provide written authorization to Right At School to operate the District’s enrichment programs at one or more additional schools, which authorization Right At School may, in writing, accept or reject in its sole discretion.

F. If Right At School accepts the authorization to operate the District’s enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.

G. This Agreement includes a License and Facilities Use Agreement that authorizes Provider to use the District’s facilities to operate the District’s out-of-school-time programs and authorizes Provider to operate Provider’s summer camp and other camp

programs in School Facilities when the District's schools are not in operation, subject to the terms and conditions set forth in Schedule D.

H. This Agreement includes the following Schedules which are fully incorporated herein.

Schedule A: General Terms and Conditions

Schedule B: Services

Schedule C: Payments (if applicable)

Schedule D: School Facilities License and Building Use Agreement

AGREEMENT

Section 1: Incorporation of Recitals and Schedules. The foregoing Recitals and Schedules are incorporated into and made a part of this Agreement.

Section 2: School Facilities; Authorized Use.

2.1 The District is the owner of the school facilities identified in Schedule B of this Agreement (the "School Facilities").

2.2 The District authorizes Provider to operate District's out-of-school time programs at the School Facilities.

2.3 The District also authorizes Provider to operate Provider's summer and other camp programs at the School Facilities when the School Facility is not in session and subject to the additional terms and conditions set forth in Schedule D.

Section 3. Term; Renewal.

3.1 Initial Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30, 2026 (the "Term"), unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

3.2 Renewal. The parties may choose to renew the agreement for two (2) additional one (1) year terms through the execution of a new Services, School Facilities License, and Building Use Agreement each school year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ALAMEDA UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

RIGHT AT SCHOOL, LLC

By: Emily Keith

SVP, Strategic Partnerships
Its: _____

Date: 6-9-2025

SCHEDULE A

GENERAL TERMS AND CONDITIONS

These Terms and Conditions apply to the provision of Services by Right at School, LLC (referred to herein as “Provider”) identified in the SERVICES, LICENSE AND SCHOOL FACILITIES USE AGREEMENT (referred to herein as the “Agreement”) to which this Schedule is attached. These Terms and Conditions are incorporated into the Agreement and together with the Agreement and other Scheduled identified therein form the binding terms of the agreement between the Provider and the District.

Section 1. Incorporation of Recitals. The foregoing Recitals are incorporated into and made a part of these Terms and Conditions.

Section 2. Scope of Services. The Provider agrees to provide the Services described in Schedule B to the Agreement (the “Services”) in accordance with and subject to these Terms and Conditions.

Section 3. Statement of Work. The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees’ salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District, from time to time, may request changes to the scope of Services.

Section 4. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 5. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School Facilities where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate.

Section 6. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider’s Services to parents and students and to enroll students in the Services in the manner set forth in Schedule B of the Agreement. This information includes student and parent names, grades, and email addresses, within 30 days of the effective date of this agreement. Provider and each School will collectively disseminate Right at School programming announcements and information to students and families.

Section 7. Tuition; Fees Paid to District. The Provider shall be solely responsible for charging and collecting tuition and fees from the parents and guardians of students enrolled in the District’s or Provider’s programs operating in the School Facilities. Subject to the terms and conditions in Schedule D, the Parties may agree that Provider will pay to the District a portion of the tuition and fees Provider collects for the Services to compensate the District or designated school for the use of School Facilities and other District and school resources.

Section 8. District Subsidies and Payments. This Section applies only if the District is providing a subsidy to support some or all of the Services. Where the District has determined it will cover some or all of the cost of program tuition for District students, the District shall pay Provider directly in the amounts and on the schedule set for in Schedule C to the Agreement (“the Program Fee”). For all other students and/or portion of students’ fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the “Delinquency Date”) shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the “Delinquency Interest Rate” of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law. By mutual written agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider’s obligations under the Agreement, and the Provider’s personnel, and any subcontractor’s personnel, must be fully qualified to perform their respective duties.

Provider staff and agents who directly supervise students and are included in the staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; completion of 48 semester units in college; or (b) successful completion of the instructional Assistant exam that meets the requirements of the District.

Section 10. Confidential Information.

10.1 Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, personally identifiable information, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided (“Confidential Information”). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

10.2 Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party’s Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by these Terms and Conditions except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own

confidential information.

10.3 Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District(s) for any purpose without the express written consent of the Provider.

10.4 Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under the Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

13.1 Workers' Compensation and Employers' Liability Insurance. Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least \$ 1,000,000, bodily injury by disease limit each employee of \$1,000,000 and bodily injury by disease policy limit of \$1,000,000. The workers' compensation policy must contain a waiver of subrogation clause.

13.2 Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

13.3 Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

13.4 Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with

limits not less than Three Million Dollars (\$3,000,000) per claim, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability insurance policies.

13.5 Professional Liability Insurance: Professional Liability insurance with limits not less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate.

13.6 Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits not less than One Million Dollars (\$1,000,000) per claim, One Million Dollars (\$1,000,000) in the aggregate and Five Million (\$5,000,000) in excess coverage.

Section 14. Additional Insureds.

14.1 Provider shall include the District as an additional insured to the insurance policies described above (excluding the Worker's Compensation and Employer's Liability Insurance Policy and the Professional Liability Insurance Policy).

Section 15 Termination.

15.1 Termination for Default. Either Party may terminate the Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

15.2 Termination for Convenience. Either Party may terminate the Agreement for convenience upon 90 days written notice to the other party.

15.3 Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees, if any are agreed to by the Parties, to the District in accordance with Schedules C and D to the Agreement up to the date the Agreement is terminated.

Section 16. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District.

Section 17. Indemnification.

17.1 The Provider agrees to indemnify, defend and hold harmless the District, schools Board of Directors, employees and agents, from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

17.2 The District agrees to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages,

losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District.

Section 18: General Provisions.

18.1 Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

In accordance with CA requirements for ELOP funded programs, the Provider shall maintain and provide each month's attendance into CitySpan (the District contracted provider for after-school program attendance tracking) no later than the 10th day of the following month. The District will use this data for CALPADS reporting.

18.2 Entirety. The Agreement, together with the Schedules attached hereto, and these Terms and Conditions, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

18.3 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of which the District is located.

18.4 Severability. In case any provision in the Agreement and/or these Terms and Conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

18.5 Authority to Execute. Each Party represents and warrants to the other that the Agreement has been duly authorized and that the person who executed the Agreement is authorized to do so on behalf of the Party. The Agreement may be executed in two or more counterparts.

18.6 Assignment. Neither Party may assign the Agreement in whole or in part without the prior written approval of the other Party.

18.7 Additional State-Specific Terms and Conditions. If the Parties have agreed to additional state-specific terms and conditions, they are set forth in this section.

- a. State Funding for Expanded Learning Opportunity Program (ELOP). Should projected or actual state funding for Expanded Learning Opportunity Program change, both parties agree to meet to discuss resulting financial impact and renegotiate the terms of the agreement.
- b. The Provider is required to notify the LEA by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety- related issues, including but not limited to issues involving criminal background clearances for employees, building safety, and any event specified in Education Code sections 8483.4 (b) and (c)
- c. The Provider will request, from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment pursuant

to Education Code section 8483.4 (d)

- d. The Provider ensures the program staff were subject to:
 - i. TB health screening
 - ii. DOJ and FBI fingerprinting clearance requirements in current law and district policy for school personnel and volunteers in the school district.
 - iii. Mandated reporter training

SCHEDULE B

Services

Right At School will specifically provide:

- A dedicated Area Manager to oversee all aspects of all the District's programs, providing a direct link for all school administrators.
- Well-qualified and trained staff. All staff are trained using our innovative blended learning training model, and receive extensive instruction before entering the program.
- All program management and oversight, including structure, scheduling, vendor management, etc.
- Ongoing new enrichment units and classes throughout the year.
- One-stop parent registration and payment through our portal system.
- Support (through our toll-free customer service call-center) for any parent questions or issues.
- Marketing materials and other information to promote the programs to interested families.
- Ongoing outreach to your PTAs and school communities to build relationships and solicit feedback.

Provider will operate the following programs:

Non-Instructional Day programming will run for 30 intersession days beginning July 2025 through June 2026 on Mondays through Fridays from 8:30 am - 5:30 pm on the dates listed below as outlined by the District:

- July 1, 2025 - July 18, 2025 (13 days)
- February 16, 2025 - February 20, 2025 (5 days)
- June 15, 2025 - June 30, 2025 (12 days)

After-school programming will run on Mondays through Fridays from the end of school day to 6:00pm during the Academic School Year, from the first calendared school day in the 2025-2026 school year at each elementary and middle school. The program will operate on regular full school days and be closed on federal holidays.

The Programs will run at the following schools pending a minimum full time enrollment

of (ten) 10 TK/K and (twenty) 20 1st - 5th students per elementary school & (twenty) 20 6th Grade students per host middle school.

A. Bay Farm Elementary, located at 200 Aughinbaugh Way, Alameda, CA 94502

B. Earhart Elementary, located at 400 Packet Landing Road, Alameda, CA 94502

C. Edison Elementary, located at 2700 Buena Vista Ave, Alameda, CA 94501

D. Franklin Elementary, located at 1433 San Antonio Ave, Alameda, CA 94501

E. Lincoln Middle, located at 1250 Fernside Blvd, Alameda, CA, 94501

F. Otis Elementary, located at 3010 Fillmore Street, Alameda, CA 94501

G. Paden Elementary, located at 444 Central Ave, Alameda, CA 94501

- Feeder: Encinal Junior & Senior HS, located at 210 Central Ave, Alameda, CA 94501

H. Wood Middle School, located at 420 Grand Ave, Alameda, CA 94501

Provider will offer Parent Paid programming as well for the 25-26 School Year for TK-6th Grade

Provider will offer the following discounts off of tuition for any fee-based enrollments (parent-paid): 50% for district employees, 10% discount for military families, and 10% discount for siblings. Provider will also accept state government approved subsidy.

SCHEDULE C

Payments

Section 1. District Payments to Provider (select one)

☐ District will not pay Provider for any of the Services described in the Agreement. If this section is selected, please disregard the remainder of Schedule C.

☒ District will pay Provider for some or all of the Services described in the Agreement.

Section 2. District Payments to Provider – Details

The following payment schedule applies to the 2025 - 2026 Academic School Year of 180 days total + 30 intersession days.

Program	Hours	Grade Level	Minimum Enrollment per school	Cost per student
After School	Bell to 6pm	TK/K	10	\$3320
After School	Bell to 6pm	1st - 5th	20	\$2980
After School	Bell to 6pm	6th	20	\$2980
Minimum After School District Investment for After School				\$152,400
Program	Hours	Grade Level	Minimum Enrollment per district	Cost per student
Intersession	8:30-5:30pm	TK-6th	30	\$585
Minimum After School District Investment for Intersession				\$ 17,550
TOTAL Minimum Cost for After School & Intersession				\$169,950
TOTAL Estimated Cost for After School & Intersession				\$1,100,000.00

Additional Increments

By mutual agreement, the District may choose to pay for additional students to attend in the increments below. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments on a monthly basis. If there are fee paying students in the additional groups placed by Provider, Provider shall decrease the incremental group cost accordingly.

10 students – TK 180 days after school = \$36,600

10 students - K 180 days after school = \$33,200

20 students – 1st-5th grade 180 days after school = \$59,600

20 students - TK/K-5th grade 10 Non-Instructional Days = \$8,000

Section 3. Invoicing and Payment – District Payments to Provider

3.1 District will Pay Provider according to Schedule C.

3.2 RAS will submit an invoice to District dated as of the last day of the previous service month. Payment will be due within 45 days after invoice date. For example, for services provided in September, RAS will submit an invoice dated October 31 and District will pay within 45 days of the invoice date. Invoice Requirements. Contractor's monthly invoices must include back-up documentation in

the form of a spreadsheet listing each student's name and Right At School assigned ID number

including the funding status of each (No-Fee and Fee-Based) for auditing and verification purposes. These will be sent automatically on a monthly basis.

3.3 RAS will submit Invoices to Claudia Medina at Claudia@alamedaunified.org

3.4 District will submit payments to Account information listed on the bottom of each invoice for ACH payments.

Section 4. Provider Payments to District (select one)

☐ District will charge Provider for use the District's facilities.

☒ District will NOT charge Provider for use of the District's facilities.

SCHEDULE D

Facilities License and Building Use Agreement

THIS FACILITIES LICENSE AND BUILDING USE AGREEMENT ("License Agreement") is entered into as of the above date by and between ALAMEDA UNIFIED SCHOOL DISTRICT ("District" or "Licensor"), and RIGHT AT SCHOOL, LLC a limited liability company organized under the laws of the State of Delaware ("Licensee"). The Licensor and Licensee also are referred in this Agreement each as a "Party" or collectively at the "Parties" as appropriate.

In consideration of and in accordance with the terms, covenants and conditions set forth hereinafter and in the Parties Services, Facilities License And Building Use Agreement ("Services Agreement"), the District hereby licenses to Licensee and permits Licensee to use parts of the School Facilities described in Subsection 1.2 below. Individually, each facility is a "School Facility." Collectively the facilities also may be referred to as the "Properties." Each School Facility also may be referred to in this License Agreement as a "School."

Section 1. Specific Terms.

1.1 Identity and Addresses of Parties.

Licensor:

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

Licensee:

Right At School, LLC
909 Davis Street, Suite 500
Evanston, Illinois 60201

1.2 Description of Properties.

Licensor hereby licenses to Licensee, for operation of the District's or Licensee's student enrichment programs, designated spaces in the following Properties owned and operated by Licensor. The specific classrooms and other spaces in each Property to be used by Licensee shall be determined by agreement between the District or School principal at each Property and Licensee.

- A. Bay Farm School Elementary, located at 200 Aughinbaugh Way, Alameda, CA 94502
- B. Earhart Elementary, located at 400 Packet Landing Road, Alameda, CA 94502
- C. Edison Elementary, located at 2700 Buena Vista Ave, Alameda, CA 94501
- D. Franklin Elementary, located at 1433 San Antonio Ave, Alameda, CA 94501

- E. Lincoln Middle, located at 1250 Fernside Blvd, Alameda, CA, 94501
- F. Otis Elementary, located at 3010 Fillmore Street, Alameda, CA 94501
- G. Paden Elementary, located at 444 Central Ave, Alameda, CA 94501
- H. Wood Middle School, located at 420 Grand Ave, Alameda, CA 94501

1.3 Effective Date.

The Effective Date of this License Agreement shall be the same as the Effective Date of the Services Agreement

1.4 Term.

The Term of this Licensing Agreement shall be the same as the Term of the Services Agreement.

1.5 Permissible Use of Properties.

1.5.1 Licensee shall use the Properties for the purposes described in the Services Agreement and this License Agreement and shall not use or permit the Property to be used for any other purposes without the prior written consent of the District.

1.5.2 Licensee provides out of school time enrichment programs, including but not limited after school, before school, kindergarten wrap-around, preschool, winter-break, spring-break, half and full day programming, teacher in-service day programming, and summer camp (collectively, the “Programs.”)

1.5.3 The Programs are parent-paid programs and will not be subsidized by the District unless the Parties have indicated otherwise in the Service Agreement.

1.5.4 The Licensee’s after school, before school, kindergarten and teacher in-service day programs are limited to students enrolled in the district.

1.5.5 The restriction set forth in the previous section regarding District students shall not apply to Provider’s winter-break, spring break and summer camp programs which shall be available to all children without regard for their enrollment or residence in the District.

1.5.6 The Licensor may provide authorization to Licensee to provide Programs at additional schools in the District, which authorization either Party may accept or reject in writing in their sole discretion. If both Parties approve an authorization to operate Programs at one or more additional schools, such Programs shall be operated in accordance with and subject to this Agreement.

Section 2. Exterior Signs.

Licensee shall not permanently affix any signs to the exterior of the Properties without the written approval of the District. This section does not prohibit Licensee's use of temporary signs or other materials related to Licensee's programs.

Section 3. Improvements.

Licensee may place or construct improvements ("Improvements") which shall include, without limitation, Specific Improvements) on the Property only with the prior written approval of the District. Licensee shall be deemed to be the owner of all Improvements until the expiration or sooner termination of this Agreement. The Licensee shall remove Improvements no later than the end of the Term unless directed otherwise in writing by the District.

Section 4. Subletting and Assignment.

Licensee shall not sublet the Property in whole or in part, and shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of the District, which consent may be subject to such conditions as the District may reasonably impose. This provision does not prohibit Licensee from offering elective courses provided by third-party entities subject to the District's prior approval of such courses and entities.

Section 5. Maintenance and Repairs.**5.1 By Licensee.**

Licensee shall have the obligation to use the spaces in the Properties designated for its Programs in a clean and orderly manner including placing toys and other equipment of Licensee in storage areas at the end of each program day and placing trash in containers provided by the District.

5.2 By the District.

The District shall have the obligation to clean, maintain and repair the Properties in all other respects.

Section 6. Rent or License Fees

N/A

Section 7. Termination.

The termination terms and conditions in the Services Agreement shall apply to this Licensing Agreement.

Section 8. Notices.

Any notice to be given hereunder shall be in the same manner set forth in the Services Agreement.

Section 9. Miscellaneous

9.1 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document.

9.2 Modification.

This Agreement may not be modified or amended except in writing signed by both Parties hereto.

9.3 Nonwaiver.

No waiver by the Parties of any provision of this Agreement or of any breach by a Party hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Licensee of the same or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date set forth in the Services Agreement.

SCHOOL DISTRICT

RIGHT AT SCHOOL, LLC

By _____

By _____

Date: _____

Date: 6-9-2025

Emily Keith

**Memorandum of Understanding
Between Alameda Unified School District and
Bay Area Music Project (BAMP) for Maya Lin Elementary School
ASES and ELOP Funded Programs
2025-2026**

This memorandum of understanding (MOU), dated July 1, 2025 is between Alameda Unified School District (hereinafter referred to as the DISTRICT) and BAMP (hereinafter referred to as CONTRACTOR). It is understood and agreed to by all parties as follows:

1. Purpose. This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at Maya Lin Elementary School during the critical after school hours. The intended outcomes are enhanced enrichment opportunities, improved academic performance and more consistent attendance for students, and improved quality of life for families.

2. Description of Collaborative Services. The DISTRICT and CONTRACTOR will work collaboratively to develop, support, coordinate, and provide academic and educational enrichment programs and activities at the designated school. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care.

3. Terms. The terms of this MOU shall commence July 1, 2025 and extend through June 30, 2026.

4. Termination Clause. The DISTRICT may, at any time, terminate this Agreement upon not less than thirty (30) days written notice to CONTRACTOR. The DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, the DISTRICT may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, the DISTRICT may secure the required services from another contractor.

4.1 Force Majeure. Each party shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, government/municipal mandated travel restrictions strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.

5. Compensation. CONTRACTOR shall be entitled to compensation of \$224,600.00 for fiscal year 2025-26 or \$22,460.00 per month to support two (2) TK/K cohorts (10:1) and two (2) 1-5th grade cohorts (20:1) of qualifying students. Additionally, CONTRACTOR shall be entitled to \$2,648.00 per additional TK/K cohort, and \$2,452 per additional 1-5th grade cohort per month, minus any fee-paying students not qualifying as district-funded in each cohort. Program must support a minimum of **77 students** to comply with ASES grant attendance requirements. Any modifications to the amount of compensation must be approved by the DISTRICT and the

CONTRACTOR. Except as expressly set forth herein, the DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT. The granting of any payment by the DISTRICT, or the receipt thereof by CONTRACTOR shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, even though the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work that does not conform to the requirements of this MOU may be rejected by the DISTRICT and in that case must be replaced by CONTRACTOR without delay.

6. Program Roles and Responsibilities

DISTRICT:

- 6.1. Provide a consistent person to act as DISTRICT liaison and program partner.
- 6.2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
- 6.3. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
- 6.4. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
- 6.5. Identify high need students and help recruit students into the program; and provide qualifying student data to the program.
- 6.6. Help program obtain feedback from students and their families on what is working and what new services/program elements need to be added/modified.
- 6.7. Collaborate with CONTRACTOR on a jointly developed and agreed upon professional development plan for after school staff. Share information about professional development and staff training conducted regionally.
- 6.8. School Principal may participate in interviews for Site Coordinator when there is a vacancy to be filled, and give input on selection of Site Coordinator. Expanded Learning Opportunities Coordinator will participate in interviews for Program Manager when there is a vacancy to be filled, and give DISTRICT input on selection of Program Manager.

CONTRACTOR:

- 6.9. Provide a comprehensive after school program that includes academic, enrichment and physical elements. The core program commences immediately upon the conclusion of the school day and operates a minimum of 15 hours per week and at least until 6pm on every regular school day. The core program shall operate every school day with the exception of up to three days that the program can be closed for staff professional development. The supplemental program may operate during any combination of summer, intersession, or vacation periods for a minimum of three hours per day. To be worked out with a site administrator. Use of facilities outside of the regular program hours, including special events to showcase the program, and those not being held as a district event (DISTRICT admin or certificated staff must be present for the duration of and take responsibility for the event), must be entered as a separate permit by CONTRACTOR and fees may be applicable.
- 6.10. Provide an academic component that provides homework assistance. CONTRACTOR must commit to providing tutoring to students for a minimum one-

- third of their program hours or five (5) hours per week in order to meet the Literacy and Numeracy goals of reading by third (3) grade and mastering math facts by fifth (5) grade. The District prefers the tutoring include a credentialed teacher or teacher's support at least one (1) time a week.
- 6.11. Provide instruction to every student two or three times per week using common core aligned curricula designed or selected in partnership with the school site principal.
 - 6.12. CONTRACTOR will use district provided data to ensure all Unduplicated Students (F&R, Foster, Unhoused, SED, ELD) are informed of the program and are given priority access. CONTRACTOR must accept Unduplicated students and may accept students on a fee-based system. CONTRACTOR may establish an enrollment deadline for staffing purposes but shall communicate such deadline with school community. Unduplicated students enrolling throughout the school year shall be given the opportunity to enroll in the afterschool program when available or by a certain deadline.
 - 6.13. Employ consistent procedures to follow established policies for reasonable early release of pupils in the after school program.
 - 6.14. DISTRICT shall provide all students in the program, regardless of their free and reduced meal status, a daily nutritious snack. CONTRACTOR shall provide a meal order to AUSD Food and Nutrition Services by email each week for the following week. Significant changes to the weekly meal order count provided may be updated throughout the week. Excess meals may be stored and used for future programming days. CONTRACTOR shall track program attendance and meals served each day on the Food and Nutrition Services google tracking sheet.
 - 6.15. Provide a physical activity element that aligns to CDE physical activity standards.
 - 6.16. Maintain clean, safe, and secure program environments for staff and students in conjunction with the DISTRICT.
 - 6.17. Work closely with the school site and the DISTRICT to keep student enrollment and daily attendance as close to 100% of the target attendance and no less than 85% of the target attendance at each school site established by the grant. If the attendance rate at a school is less than 85% of the target attendance over the academic year for the core program
 - 6.18. Maintain and provide to the DISTRICT timely attendance, financial, and program activities records. Ensure that each month's attendance is entered into CitySpan no later than the 10th day of the following month.
 - 6.19. Share new partnership opportunities with DISTRICT and communicate progress of project/partnership development on a timely and consistent manner to the DISTRICT.
 - 6.20. Provide a site coordinator and sufficient site based staffing to meet the minimum requirement of the grant to maintain a 20:1 adult/student ratio for 1-5th grades and 10:1 adult/student ratio for TK and K.
 - 6.21. Develop and submit to the DISTRICT a written program plan by July 30, 2025. following Program Plan Guidelines provided by the California Department of Education. Resources: Standards in designing Expanded Learning Program Quality <https://www.cde.ca.gov/ls/ba/as/documents/qualitycrosswalk.pdf> and the Physical activity guidelines: <https://www.cde.ca.gov/ls/ba/as/documents/paguidelines.pdf> CONTRACTOR must prepare a Suicide Prevention Policy and provide such Policy to the DISTRICT when submitting their Program Plan.
 - 6.22. While providing services as set forth in this contract to the DISTRICT, it may be determined that keys are necessary for access or emergency response. In the event that keys are issued to the CONTRACTOR, the organization acknowledges and agrees to the responsibility of securely maintaining said keys. The

CONTRACTOR's duty, along with its employees or subcontractors, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the district in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with DISTRICT terminate or expire, all individuals are required to return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for rekeying costs at any district school site associated with the use, loss, or failure to return district keys, including the potential of reduced invoice payments if necessary.

- 6.23. Develop and disseminate parent information, including a parent handbook. Copies must be given to the DISTRICT and School Principal.
- 6.24. Collaborate with the DISTRICT on a jointly developed and agreed upon professional development plan for after school staff.
- 6.25. When possible, include school Principal in interviews for Site Coordinator when there is a vacancy to be filled or receive input from Principal on selection of Site Coordinator.
- 6.26. Maintain, during this life of this MOU, all licenses and permits required under local, state or federal law.

7. Field Trip Policy. CONTRACTOR will provide each Site Administrator and the Expanded Learning Opportunities Coordinator with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester.

CONTRACTOR must inform all participants that the trip is not sponsored or endorsed by the Alameda Unified School District, and is independently organized and managed by the CONTRACTOR. As such, the Alameda Unified School District cannot assume responsibility for any aspects related to this trip, including its planning, logistics, safety measures, liability, or financial matters.

CONTRACTOR hereby certifies that after school program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities.

- 7.1. Licenses, Permission/Consent Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 7.1.1. A full description of the trip and scheduled activities
 - 7.1.2 student/adult participant health information
 - 7.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of-state field trip or excursion."
- 7.2 After school program staff or subcontractors leading the trip must have a written list of students attending the trip.

- 7.3 No student shall be prevented from making a trip due to lack of sufficient funds.
- 7.4 Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g. food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 7.5 Supervision
- 7.5.1. CONTRACTOR must review and approve the supervision plan.
- 7.5.2 Trip as structured is appropriate to age, grade level and course of study.
- 7.5.3. Chaperones are all CONTRACTOR employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones, and are 21 or older. Expanded Learning Opportunities Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the Expanded Learning Opportunities Coordinator or CONTRACTOR executive director. Before the trip, after school program staff leading the trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 7.5.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 7.5.5. Safety requirements have been met (e.g.: current First Aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 7.6. Transportation Requirements: The after school program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) Expanded Learning Opportunities Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance (THROUGH CONTRACTOR, fingerprint clearance processed for the DISTRICT may not be utilized as clearance for any other agency); (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or CONTRACTOR automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or

driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 per occurrence and \$2,000,000 aggregate General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers receive safety and emergency instruction and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle. The indemnification requirements set forth in Section 13 shall apply to all transportation activities under this section.

- 7.7. CONTRACTOR must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 7.8. Vendor is licensed to provide all proposed activities.
- 7.9. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
 - 7.9.1 Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
 - 7.9.2. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by CONTRACTOR.
 - 7.9.3. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
 - 7.9.4. Sleeping arrangements and night supervision are safe and appropriate.
 - 7.9.5. Vendor Proof of Insurance: After school coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

8. Financial Records. CONTRACTOR agrees and understands that the DISTRICT is responsible for fiduciary and programmatic oversight for the expenditure of ASES and ELOP grant funds contracted to CONTRACTOR by the DISTRICT for fiscal year 2025-2026. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub

recipient guidelines. CONTRACTOR will ensure that all contracted funds of this MOU are expended as per grant guidelines.

- 8.1. Accounting Records. CONTRACTOR will maintain its accounting records based upon the principles of fund accounting.
- 8.2. Disputes. CONTRACTOR shall make all records available to the DISTRICT for review. The DISTRICT and CONTRACTOR shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds

9. Invoicing.

- 9.1. Billing Structure. CONTRACTOR shall divide the total amount of the MOU and bill the DISTRICT by the number of months of the total Term of this MOU Billing details must be provided upon request to the DISTRICT to ensure compliance with related sub recipient and grant guidelines.
- 9.2. Unallowable Expenses. CONTRACTOR may not purchase computers or capital equipment using ASES funds.
- 9.3. Invoice Requirements. CONTRACTOR's monthly invoices must include back-up documentation in the form of a spreadsheet listing each student's name or AUSD student ID grouped per cohort including the funding status of each (No-Fee and Fee-Based) for auditing purposes and verification purposes.
- 9.4. Submission of Invoices. CONTRACTOR must submit invoices to the DISTRICT on a timely and regular basis for services rendered. The DISTRICT will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year.

10. Maintenance of Documents. CONTRACTOR agrees that, pursuant to California law, it shall maintain program and fiscal documentation for a minimum of five years. All documents created by CONTRACTOR pursuant to and for the sole purpose of this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the DISTRICT, with all intellectual property rights therein vested in the DISTRICT at the time of creation. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged or destroyed before final delivery to the DISTRICT, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage to or destruction of such materials. CONTRACTOR may retain a copy of all materials produced under this MOU for its use in its general business activities. DISTRICT acknowledges that with the exception of materials prepared by CONTRACTOR for the sole purpose of this MOU, it does not claim any ownership or intellectual property rights respecting materials prepared by CONTRACTOR in the course of its general business activities. Once CONTRACTOR has reached the five (5) year retention for program documentation, they shall work with the DISTRICT to schedule document destruction.

11. Changes.

- 11.1. CONTRACTOR Changes. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the responsibilities or services and result in a adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such

condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by AUSD prior to CONTRACTOR's implementation of such changes.

- 11.2. Changing Legislation. CONTRACTOR understands that changes in federal or state legislation or district policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2025-2026 fiscal year to reflect additional changes resulting from such legislation.
- 11.3. Amendments to the MOU may be consummated with a mutual written agreement from both parties.

12. Conduct of CONTRACTOR.

- 12.1. Child Abuse and Neglect Reporting Act. CONTRACTOR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 12.2. Staff Requirements. CONTRACTOR will provide documentation guaranteeing that CONTRACTOR will adhere to the following staff requirements for each CONTRACTOR agent, including employees, staff of subcontracting agencies, and volunteers. CONTRACTOR will provide DISTRICT with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 9.3 which include:
 - 12.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.
 - 12.2.2 Background Check. Current California Department of Justice (CDOJ) fingerprint clearance for each CONTRACTOR agent working with students. CONTRACTOR will not permit its agents to come into contact with students until CDOJ clearance is ascertained, and CONTRACTOR will certify in writing to the DISTRICT that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.
 - 12.2.3. Minimum Qualifications. CONTRACTOR staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 12.3. Removal of Staff. In the event that the DISTRICT, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from a DISTRICT school site and, or property, CONTRACTOR shall immediately upon receiving notice from the DISTRICT of such desire, cause the removal of such person or persons.
- 12.4. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service by this Agreement without first obtaining the prior written approval of the DISTRICT. CONTRACTOR affirms to the best of his/her/its knowledge, there exists

no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the DISTRICT's attention in writing.

- 12.5. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 12.6. Anti-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, CONTRACTOR agrees to require compliance by all its subcontractor(s).

13. Confidentiality. To ensure compliance with enrollment of qualifying students, the DISTRICT shall provide student data to CONTRACTOR. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data

14. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, its board of directors, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from any third-party claim alleging the negligence of its members, agents and employees. It is understood that such indemnity shall survive the termination of the agreement. The DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, its board, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its Board of Directors, members, agents and employees. It is understood that such indemnity shall survive the termination of the Agreement.

15. Insurance. Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

- 15.1. COMMERCIAL GENERAL LIABILITY occurrence-based insurance policy which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

- 15.2 SEXUAL ABUSE AND MOLESTATION coverage for actual or alleged sexual abuse and molestation, either included in the Commercial General Liability policy, by endorsement, or through a separate stand-alone policy. Coverage shall apply to acts committed by employees, volunteers, or agents and must provide limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 15.3 AUTO LIABILITY. CONTRACTOR shall maintain auto liability insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Agreement. The policy shall provide coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- 15.4 WORKERS' COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- 15.5. PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be endorsed to name Alameda Unified School District, its officers, employees, volunteers, or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT upon CONTRACTOR's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by the DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to the DISTRICT.

16. Litigation. If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. The Agreement shall be performed in Alameda, California, and is governed by the laws of the State of California.

17. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

18. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

ALAMEDA UNIFIED SCHOOL DISTRICT

BAY AREA MUSIC PROJECT

President, Board of Education

Date

Agency Director

Lorrie Murray 06/16/25

Date

Lorrie Murray

Name

Name

**Memorandum of Understanding
Between Alameda Unified School District and
The Academy of Alameda (AOA) ASES Funded Programs
2025-2026**

This memorandum of understanding (MOU), dated July 1, 2025 is between Alameda Unified School District (hereinafter referred to as the DISTRICT) and AOA (hereinafter referred to as CONTRACTOR). It is understood and agreed to by all parties as follows:

1. Purpose. This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at The Academy of Alameda Middle School during the critical after school hours. The intended outcomes are enhanced enrichment opportunities, improved academic performance and more consistent attendance for students, and improved quality of life for families.
2. Description of Collaborative Services. The DISTRICT and CONTRACTOR will work collaboratively to develop, support, coordinate, and provide academic and educational enrichment programs and activities at the designated school. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care.
3. Terms. The terms of this MOU shall commence July 1, 2025 and extend through June 30, 2026.
4. Termination Clause. The DISTRICT may, at any time, terminate this Agreement upon not less than thirty (30) days written notice to CONTRACTOR. The DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, the DISTRICT may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, the DISTRICT may secure the required services from another contractor.
- 4.1 Force Majeure. Each party shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, government/municipal mandated travel restrictions strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
5. Compensation. CONTRACTOR shall be entitled to compensation from the ASES grant award for the designated school for total compensation during the life of this MOU for fiscal year 25-26, in an amount not to exceed **\$128,209.50** to support a minimum average of **75 students during the school year, and 35 students during the summer to comply with ASES grant attendance requirements**. Any modifications to the amount of compensation must be approved by the DISTRICT and the CONTRACTOR. Except as expressly set forth herein, the DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by

CONTRACTOR in performing services for the DISTRICT. The granting of any payment by the DISTRICT, or the receipt thereof by CONTRACTOR shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, even though the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work that does not conform to the requirements of this MOU may be rejected by the DISTRICT and in that case must be replaced by CONTRACTOR without delay.

6. Program Roles and Responsibilities

DISTRICT:

- 6.1. Provide a consistent person to act as DISTRICT liaison and program partner.
- 6.2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
- 6.3. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
- 6.4. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
- 6.5. Identify high need students and help recruit students into the program; and provide qualifying student data to the program.
- 6.6. Help program to obtain feedback from students and their families on what is working and what new services/program elements need to be added/modified.
- 6.7. Collaborate with CONTRACTOR on a jointly developed and agreed upon professional development plan for after school staff. Share information about professional development and staff training conducted regionally.
- 6.8. School Principal may participate in interviews for Site Coordinator when there is a vacancy to be filled, and give input on selection of Site Coordinator. Expanded Learning Opportunities Coordinator will participate in interviews for Program Manager when there is a vacancy to be filled, and give DISTRICT input on selection of Program Manager.

CONTRACTOR:

- 6.9. Provide a comprehensive after school program that includes academic, enrichment and physical elements. The core program commences immediately upon the conclusion of the school day and operates a minimum of 15 hours per week and at least until 6pm on every regular school day. The core program shall operate every school day with the exception of up to three days that the program can be closed for staff professional development. The supplemental program may operate during any combination of summer, intersession, or vacation periods for a minimum of three hours per day. To be worked out with a site administrator. Use of facilities outside of the regular program hours, including special events to showcase the program, and those not being held as a district event (DISTRICT admin or certificated staff must be present for the duration of and take responsibility for the event), must be entered as a separate permit by CONTRACTOR and fees may be applicable.
- 6.10. Provide an academic component that provides homework assistance. CONTRACTOR must commit to providing tutoring to students for a minimum one-third of their program hours or five (5) hours per week in order to meet the Literacy and Numeracy goals of reading by third (3) grade and mastering math facts by fifth

- (5) grade. The District prefers the tutoring include a credentialed teacher or teacher's support at least one (1) time a week.
- 6.11. Provide instruction to every student two or three times per week using common core aligned curricula designed or selected in partnership with the school site principal.
 - 6.12. CONTRACTOR will use district provided data to ensure all Unduplicated Students (F&R, Foster, Unhoused, SED, ELD) are informed of the program and are given priority access. CONTRACTOR must accept Unduplicated students and may accept students on a fee-based system. CONTRACTOR may establish an enrollment deadline for staffing purposes but shall communicate such deadline with school community. Unduplicated students enrolling throughout the school year shall be given the opportunity to enroll in the afterschool program when available or by a certain deadline.
 - 6.13. Employ consistent procedures to follow established policies for reasonable early release of pupils in the after school program.
 - 6.14. DISTRICT shall provide all students in the program, regardless of their free and reduced meal status, a daily nutritious snack. CONTRACTOR shall provide a meal order to AUSD Food and Nutrition Services by email each week for the following week. Significant changes to the weekly meal order count provided may be updated throughout the week. Excess meals may be stored and used for future programming days. CONTRACTOR shall track program attendance and meals served each day on the Food and Nutrition Services google tracking sheet.
 - 6.15. Provide a physical activity element that aligns to CDE physical activity standards.
 - 6.16. Maintain clean, safe, and secure program environments for staff and students in conjunction with the DISTRICT.
 - 6.17. Work closely with the school site and the DISTRICT to keep student enrollment and daily attendance as close to 100% of the target attendance and no less than 85% of the target attendance at each school site established by the grant. If the attendance rate at a school is less than 85% of the target attendance over the academic year for the core program
 - 6.18. Maintain and provide to the DISTRICT timely attendance, financial, and program activities records. Ensure that each month's attendance is entered into CitySpan no later than the 10th day of the following month.
 - 6.19. Share new partnership opportunities with DISTRICT and communicate progress of project/partnership development in a timely and consistent manner to the DISTRICT.
 - 6.20. Provide a site coordinator and sufficient site based staffing to meet the minimum requirement of the grant to maintain a 20:1 adult/student ratio for 1-5th grades and 10:1 adult/student ratio for TK and K.
 - 6.21. Develop and submit to the DISTRICT a written program plan by July 30, 2025. following Program Plan Guidelines provided by the California Department of Education. Resources: Standards in designing Expanded Learning Program Quality <https://www.cde.ca.gov/ls/ba/as/documents/qualitycrosswalk.pdf> and the Physical activity guidelines: <https://www.cde.ca.gov/ls/ba/as/documents/paguidelines.pdf> CONTRACTOR must prepare a Suicide Prevention Policy and provide such Policy to the DISTRICT when submitting their Program Plan.
 - 6.22 While providing services as set forth in this contract to the DISTRICT, it may be determined that keys are necessary for access or emergency response. In the event that keys are issued to the CONTRACTOR, the organization acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTOR's duty, along with its employees or subcontractors, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared,

duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the district in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with DISTRICT terminate or expire, all individuals are required to return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for rekeying costs at any district school site associated with the use, loss, or failure to return district keys, including the potential of reduced invoice payments if necessary.

- 6.23. Develop and disseminate parent information, including a parent handbook. Copies must be given to the DISTRICT and School Principal.
- 6.24. Collaborate with the DISTRICT on a jointly developed and agreed upon professional development plan for after school staff.
- 6.25. When possible, include school Principal in interviews for Site Coordinator when there is a vacancy to be filled or receive input from Principal on selection of Site Coordinator.
- 6.26. Maintain, during this life of this MOU, all licenses and permits required under local, state or federal law.

7. Field Trip Policy. CONTRACTOR will provide each Site Administrator and the Expanded Learning Opportunities Coordinator with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester. CONTRACTOR hereby certifies that after school program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities.

- 7.1. Licenses Permission/Consent Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 7.1.1. A full description of the trip and scheduled activities
 - 7.1.2 student/adult participant health information
 - 7.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of-state field trip or excursion."
- 7.2 After school program staff or subcontractors leading the trip must have a written list of students attending the trip.
- 7.3 No student shall be prevented from making a trip due to lack of sufficient funds.
- 7.4 Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g. food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 7.5 Supervision
 - 7.5.1. CONTRACTOR must review and approve the supervision plan.
 - 7.5.2 Trip as structured is appropriate to age, grade level and course of study.

- 7.5.3. Chaperones are all CONTRACTOR employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones, and are 21 or older. Expanded Learning Opportunities Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the Expanded Learning Opportunities Coordinator or CONTRACTOR executive director. Before the trip, after school program staff leading the trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 7.5.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 7.5.5. Safety requirements have been met (e.g.: current First Aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 7.6. Transportation Requirements: The after school program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) Expanded Learning Opportunities Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or CONTRACTOR automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 per occurrence and \$2,000,000 aggregate General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers receive safety and emergency instruction and information which shall be kept in their vehicle, including health and emergency information for

each student riding in his/her vehicle. The indemnification requirements set forth in Section 13 shall apply to all transportation activities under this section.

- 7.7. CONTRACTOR must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 7.8. Vendor is licensed to provide all proposed activities.
- 7.9. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
 - 7.9.1. Parents/guardians must be informed of the following: *Please note that this trip is not sponsored or endorsed by the Alameda Unified School District. While we understand the excitement and educational potential of this experience, it's essential to clarify that this trip is independently organized and managed by the_____. As such, the Alameda Unified School District cannot assume responsibility for any aspects related to this trip, including its planning, logistics, safety measures, liability, or financial matters. It's crucial for parents/guardians to independently evaluate the trip's suitability for their child, including considerations such as safety, supervision, and educational value.
 - 7.9.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
 - 7.9.4. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by CONTRACTOR.
 - 7.9.5. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
 - 7.9.6. Sleeping arrangements and night supervision are safe and appropriate.
 - 7.9.7. Vendor Proof of Insurance: After school coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

8. Financial Records. CONTRACTOR agrees and understands that the DISTRICT is responsible for fiduciary and programmatic oversight for the expenditure of ASES and ELOP grant funds contracted to CONTRACTOR by the DISTRICT for fiscal year 2025-2026.

CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. CONTRACTOR will ensure that all contracted funds of this MOU are expended as per grant guidelines.

- 8.1. Accounting Records. CONTRACTOR will maintain its accounting records based upon the principles of fund accounting.
- 8.2. Disputes. CONTRACTOR shall make all records available to the DISTRICT for review. The DISTRICT and CONTRACTOR shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

9. Invoicing.

- 9.1. Billing Structure. CONTRACTOR shall divide the total amount of the MOU and bill the DISTRICT by the number of months of the total Term of this MOU. Billing details must be provided upon request to the DISTRICT to ensure compliance with related sub recipient and grant guidelines.
- 9.2. Unallowable Expenses. CONTRACTOR may not purchase computers or capital equipment using ASES funds.
- 9.3. Invoice Requirements. Contractor's monthly invoices must include back-up documentation in the form of a spreadsheet listing each student's name or AUSD student ID grouped per cohort and funding status of each (No-Fee and Fee-Based) for auditing purposes.
- 9.4. Submission of Invoices. CONTRACTOR must submit invoices to the DISTRICT on a timely and regular basis for services rendered. The DISTRICT will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year.

10. Maintenance of Documents. CONTRACTOR agrees that, pursuant to California law, it shall maintain program and fiscal documentation for a minimum of five years. All documents created by CONTRACTOR pursuant to and for the sole purpose of this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the DISTRICT, with all intellectual property rights therein vested in the DISTRICT at the time of creation. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged or destroyed before final delivery to the DISTRICT, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage to or destruction of such materials. CONTRACTOR may retain a copy of all materials produced under this MOU for its use in its general business activities. DISTRICT acknowledges that with the exception of materials prepared by CONTRACTOR for the sole purpose of this MOU, it does not claim any ownership or intellectual property rights respecting materials prepared by CONTRACTOR in the course of its general business activities. Once CONTRACTOR has reached the five (5) year retention for program documentation, they shall work with the DISTRICT to schedule document destruction.

11. Changes.

- 11.1. CONTRACTOR Changes. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the responsibilities or

services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by AUSD prior to CONTRACTOR's implementation of such changes.

11.2. Changing Legislation. CONTRACTOR understands that changes in federal or state legislation or district policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2025-2026 fiscal year to reflect additional changes resulting from such legislation.

11.3. Amendments to the MOU may be consummated with a mutual written agreement from both parties.

12. Conduct of CONTRACTOR.

12.1. Child Abuse and Neglect Reporting Act. CONTRACTOR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

12.2. Staff Requirements. CONTRACTOR will provide documentation guaranteeing that CONTRACTOR will adhere to the following staff requirements for each CONTRACTOR agent, including employees, staff of subcontracting agencies, and volunteers. CONTRACTOR will provide DISTRICT with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 9.3 which include:

12.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.

12.2.2 Background Check. Current California Department of Justice (CDOJ) fingerprint clearance for each CONTRACTOR agent working with students. CONTRACTOR will not permit its agents to come into contact with students until CDOJ clearance is ascertained, and CONTRACTOR will certify in writing to the DISTRICT that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.

12.2.3. Minimum Qualifications. CONTRACTOR staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

12.3. Removal of Staff. In the event that the DISTRICT, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from a DISTRICT school site and, or property, CONTRACTOR shall immediately upon receiving notice from the DISTRICT of such desire, cause the removal of such person or persons.

12.4. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform

any service by this Agreement without first obtaining the prior written approval of the DISTRICT. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the DISTRICT's attention in writing.

- 12.5. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 12.6. Anti-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, CONTRACTOR agrees to require compliance by all its subcontractor(s).

13. Confidentiality. To ensure compliance with enrollment of qualifying students, the DISTRICT shall provide student data to CONTRACTOR. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data

14. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, its board of directors, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from any third-party claim alleging the negligence of its members, agents and employees. It is understood that such indemnity shall survive the termination of the agreement. The DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, its board, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its Board of Directors, members, agents and employees. It is understood that such indemnity shall survive the termination of the Agreement.

15. Insurance. Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

- 15.1. COMMERCIAL GENERAL LIABILITY occurrence-based insurance policy which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property

damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

- 15.2 SEXUAL ABUSE AND MOLESTATION coverage for actual or alleged sexual abuse and molestation, either included in the Commercial General Liability policy, by endorsement, or through a separate stand-alone policy. Coverage shall apply to acts committed by employees, volunteers, or agents and must provide limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 15.3 AUTO LIABILITY. CONTRACTOR shall maintain auto liability insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Agreement. The policy shall provide coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- 15.4 WORKERS' COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- 15.5. PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

The above general and auto liability policies of insurance shall be endorsed to name Alameda Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT upon CONTRACTOR's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by the DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to the DISTRICT.

16. Litigation. If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. The Agreement shall be performed in Alameda, California and is governed by the laws of the State of California.

17. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

18. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

ALAMEDA UNIFIED SCHOOL DISTRICT

THE ACADEMY OF ALAMEDA

President, Board of Education Date

Executive Director

6/13/2025

Date

Christine Chilcott

Name

Name

**Memorandum of Understanding
Between
Alameda Unified School District and
KCE Champions LLC for
Ruby Bridges Elementary School
ASES and ELOP Funded Programs
2025-2026**

This memorandum of understanding (MOU), dated July 1, 2025 is between Alameda Unified School District (hereinafter referred to as the DISTRICT) and KCE Champions LLC (hereinafter referred to as CONTRACTOR). It is understood and agreed to by all parties as follows:

1. Purpose. This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at Ruby Bridges Elementary School during the critical after school hours. The intended outcomes are enhanced enrichment opportunities, improved academic performance and more consistent attendance for students, and improved quality of life for families.

2. Description of Collaborative Services. The DISTRICT and CONTRACTOR will work collaboratively to develop, support, coordinate, and provide academic and educational enrichment programs and activities at the designated school. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care.

3. Terms. The terms of this MOU shall commence July 1, 2025 and extend through June 30, 2026.

4. Termination Clause. The Parties may, at any time, terminate this Agreement upon not less than ninety (90) days written notice to CONTRACTOR. The DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, the DISTRICT may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, the DISTRICT may secure the required services from another contractor.

4.1 Force Majeure. Each party shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, government/municipal mandated travel restrictions strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.

5. Compensation. CONTRACTOR shall be entitled to compensation in the amount of \$2,304.00 per each TK/K cohort (10:1) and \$4,608.00 per each 1-5th grade cohort (20:1) paid each month less any fee-paying students not qualifying as district-funded in each cohort. The program must enroll and serve a minimum of **121 students** to meet ASES grant attendance requirements. Any modifications to the amount of compensation must be approved by the DISTRICT and the

CONTRACTOR. Except as expressly set forth herein, the DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT. The granting of any payment by the DISTRICT, or the receipt thereof by CONTRACTOR shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, even though the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work that does not conform to the requirements of this MOU may be rejected by the DISTRICT and in that case must be replaced by CONTRACTOR without delay.

6. Program Roles and Responsibilities

DISTRICT:

- 6.1. Provide a consistent person to act as DISTRICT liaison and program partner.
- 6.2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
- 6.3. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
- 6.4. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
- 6.5. Identify high need students and help recruit students into the program; and provide qualifying student data to the program.
- 6.6. Help program obtain feedback from students and their families on what is working and what new services/program elements need to be added/modified.
- 6.7. Collaborate with CONTRACTOR on a jointly developed and agreed upon professional development plan for after school staff. Share information about professional development and staff training conducted regionally.
- 6.8. School Principal may participate in interviews for the Site Coordinator when there is a vacancy to be filled and give input on the selection of the Site Coordinator.

CONTRACTOR:

- 6.9. Provide a comprehensive after school program that includes academic, enrichment and physical elements. The core program commences immediately upon the conclusion of the school day and operates a minimum of 15 hours per week and at least until 6pm on every regular school day. The core program shall operate every school day with the exception of up to three days that the program can be closed for staff professional development. The supplemental program may operate during any combination of summer, intersession, or vacation periods for a minimum of three hours per day. To be worked out with a site administrator. Use of facilities outside of the regular program hours, including special events to showcase the program, and those not being held as a district event (DISTRICT admin or certificated staff must be present for the duration of and take responsibility for the event), must be entered as a separate permit by CONTRACTOR and fees may be applicable
- 6.10. Provide an academic component that provides homework assistance. CONTRACTOR must commit to providing tutoring to students for a minimum one-third of their program hours or five (5) hours per week in order to meet the Literacy and Numeracy goals of reading by third (3) grade and mastering math facts by fifth (5) grade. The District prefers the tutoring include a credentialed teacher or

- teacher's support at least one (1) time a week.
- 6.11. Provide instruction to every student two or three times per week using common core aligned curricula designed or selected in partnership with the school site principal.
 - 6.12. CONTRACTOR will use district provided data to ensure all Unduplicated Students (F&R, Foster, Unhoused, SED, ELD) are informed of the program and are given priority access. CONTRACTOR must accept Unduplicated students and may accept students on a fee-based system. CONTRACTOR may establish an enrollment deadline for staffing purposes but shall communicate such deadline with school community. Unduplicated students enrolling throughout the school year shall be given the opportunity to enroll in the afterschool program when available or by a certain deadline.
 - 6.13. Employ consistent procedures to follow established policies for reasonable early release of pupils in the after-school program.
 - 6.14. DISTRICT shall provide all students in the program, regardless of their free and reduced meal status, a daily nutritious snack. CONTRACTOR shall provide a meal order to AUSD Food and Nutrition Services by email each week for the following week. Significant changes to the weekly meal order count provided may be updated throughout the week. Excess meals may be stored and used for future programming days. CONTRACTOR shall track program attendance and meals served each day on the Food and Nutrition Services google tracking sheet.
 - 6.15. Provide a physical activity element that aligns to CDE physical activity standards.
 - 6.16. Maintain clean, safe, and secure program environments for staff and students in conjunction with the DISTRICT.
 - 6.17. Work closely with the school site and the DISTRICT to keep student enrollment and daily attendance as close to 100% of the target attendance and no less than 85% of the target attendance at each school site established by the grant. If the attendance rate at a school is less than 85% of the target attendance over the academic year for the core program
 - 6.18. Maintain and provide to the DISTRICT timely attendance, financial, and program activities records. Ensure that each month's attendance is entered into CitySpan no later than the 10th day of the following month.
 - 6.19. Share new partnership opportunities with DISTRICT and communicate progress of project/partnership development on a timely and consistent manner to the DISTRICT.
 - 6.20. Provide a site coordinator and sufficient site-based staffing to meet the minimum requirement of the grant to maintain a 20:1 adult/student ratio for 1-5 and 10:1 adult/student ratio for TK and K.
 - 6.21. Develop and submit to the DISTRICT a written program plan by July 30, 2025. following Program Plan Guidelines provided by the California Department of Education. Resources: Standards in designing Expanded Learning Program Quality <https://www.cde.ca.gov/ls/ba/as/documents/qualitycrosswalk.pdf> and the Physical activity guidelines: <https://www.cde.ca.gov/ls/ba/as/documents/paguidelines.pdf> CONTRACTOR must prepare a Suicide Prevention Policy and provide such Policy to the DISTRICT when submitting their Program Plan.
 - 6.22. While providing services as set forth in this contract to the DISTRICT, it may be determined that keys are necessary for access or emergency response. In the event that keys are issued to the CONTRACTOR, the organization acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTOR's duty, along with its employees or subcontractors, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report

the incident to the district in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with DISTRICT terminate or expire, all individuals are required to return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for rekeying costs at any district school site associated with the use, loss, or failure to return district keys, including the potential of reduced invoice payments if necessary.

- 6.23. Develop and disseminate parent information, including a parent handbook. Copies must be given to the DISTRICT and School Principal.
- 6.24. Collaborate with the DISTRICT on a jointly developed and agreed upon professional development plan for after school staff.
- 6.25. When possible, include school Principal in interviews for Site Coordinator when there is a vacancy to be filled or receive input from Principal on selection of Site Coordinator.
- 6.26. Maintain, during this life of this MOU, all licenses and permits required under local, state or federal law.

7. Field Trip Policy. CONTRACTOR will provide each Site Administrator and the Expanded Learning Opportunities Coordinator with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester.

CONTRACTOR must inform all participants that the trip is not sponsored or endorsed by the Alameda Unified School District, and is independently organized and managed by the CONTRACTOR. As such, the Alameda Unified School District cannot assume responsibility for any aspects related to this trip, including its planning, logistics, safety measures, liability, or financial matters.

CONTRACTOR hereby certifies that after school program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities.

- 7.1. Licenses, Permission/Consent Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 7.1.1. a full description of the trip and scheduled activities
 - 7.1.2. student/adult participant health information
 - 7.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of-state field trip or excursion."
- 7.2. After school program staff or subcontractors leading the trip must have a written list of students attending the trip.
- 7.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 7.4. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made,

including making sure that chaperones understand relevant information (e.g. food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

7.5 Supervision

7.5.1. CONTRACTOR must review and approve the supervision plan.

7.5.2 Trip as structured is appropriate to age, grade level and course of study.

7.5.3. Chaperones are all CONTRACTOR employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones, and are 21 or older. Expanded Learning Opportunities Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the Expanded Learning Opportunities Coordinator or CONTRACTOR executive director. Before the trip, after school program staff leading the trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

7.5.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.

7.5.5. Safety requirements have been met (e.g.: current First Aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).

7.6. Transportation Requirements: The after school program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) Expanded Learning Opportunities Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or CONTRACTOR automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (School Pupil

Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 per occurrence and \$2,000,000 aggregate General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers receive safety and emergency instruction and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle. The indemnification requirements set forth in Section 13 shall apply to all transportation activities under this section.

- 7.7. CONTRACTOR must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 7.8. Vendor is licensed to provide all proposed activities.
- 7.9. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc.) must be covered by medical or accident insurance.
 - 7.9.1 Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
 - 7.9.2. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by CONTRACTOR.
 - 7.9.3. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
 - 7.9.4. Sleeping arrangements and night supervision are safe and appropriate.
 - 7.9.5. Vendor Proof of Insurance: After school coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

8. Financial Records. CONTRACTOR agrees and understands that the DISTRICT is responsible for fiduciary and programmatic oversight for the expenditure of ASES and ELOP grant funds contracted to CONTRACTOR by the DISTRICT for fiscal year 2025-2026. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. CONTRACTOR will ensure that all contracted funds of this MOU are expended as per grant guidelines.

- 8.1. Accounting Records. CONTRACTOR will maintain its accounting records based upon the principles of fund accounting.
- 8.2. Disputes. CONTRACTOR shall make all records available to the DISTRICT for review. The DISTRICT and CONTRACTOR shall meet and confer regarding any

disputes as to the amount of actual expenses before taking any action to collect funds

9. Invoicing.

- 9.1. Billing Structure. CONTRACTOR shall divide the total amount of the MOU and bill the DISTRICT by the number of months of the total Term of this MOU. Billing details must be provided upon request to the DISTRICT to ensure compliance with related sub recipient and grant guidelines.
- 9.2. Unallowable Expenses. CONTRACTOR may not purchase computers or capital equipment using ASES funds.
- 9.3. Invoice Requirements. Contractor's monthly invoices must include back-up documentation in the form of a spreadsheet listing each student's name or AUSD student ID grouped per cohort and funding status of each (District Covered and Fee-Based) for auditing and verification purposes.
- 9.4. Submission of Invoices. CONTRACTOR must submit invoices to the DISTRICT on a timely and regular basis for services rendered. The DISTRICT will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year.

10. Maintenance of Documents. CONTRACTOR agrees that, pursuant to California law, it shall maintain program and fiscal documentation for a minimum of five years. All documents created by CONTRACTOR pursuant to and for the sole purpose of this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the DISTRICT, with all intellectual property rights therein vested in the DISTRICT at the time of creation. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged or destroyed before final delivery to the DISTRICT, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage to or destruction of such materials. CONTRACTOR may retain a copy of all materials produced under this MOU for its use in its general business activities. DISTRICT acknowledges that with the exception of materials prepared by CONTRACTOR for the sole purpose of this MOU, it does not claim any ownership or intellectual property rights respecting materials prepared by CONTRACTOR in the course of its general business activities. Once CONTRACTOR has reached the five (5) year retention for program documentation, they shall work with the DISTRICT to schedule document destruction.

11. Changes.

- 11.1. CONTRACTOR Changes. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the responsibilities or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a

written amendment to this MOU and signed by AUSD prior to CONTRACTOR's implementation of such changes.

- 11.2. Changing Legislation. CONTRACTOR understands that changes in federal or state legislation or district policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2025-2026 fiscal year to reflect additional changes resulting from such legislation.
- 11.3. Amendments to the MOU may be consummated with a mutual written agreement from both parties.

12. Conduct of CONTRACTOR.

- 12.1. Child Abuse and Neglect Reporting Act. CONTRACTOR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 12.2. Staff Requirements. CONTRACTOR will provide documentation guaranteeing that CONTRACTOR will adhere to the following staff requirements for each CONTRACTOR agent, including employees, staff of subcontracting agencies, and volunteers. CONTRACTOR will certify to DISTRICT staff qualifications, consistent with invoicing requirements outlined in Section 9.3 which include:
 - 12.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.
 - 12.2.2. Background Check. Current California Department of Justice (CDOJ) fingerprint clearance for each CONTRACTOR agent working with students. CONTRACTOR will not permit its agents to come into contact with students until CDOJ clearance is ascertained, and CONTRACTOR will certify in writing to the DISTRICT that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.
 - 12.2.3. Minimum Qualifications. CONTRACTOR staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 12.3. Removal of Staff. In the event that the DISTRICT, in its reasonable discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from a DISTRICT school site and, or property, CONTRACTOR shall immediately upon receiving notice from the DISTRICT of such desire, cause the removal of such person or persons.
- 12.4. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service by this Agreement without first obtaining the prior written approval of the DISTRICT. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the DISTRICT's attention in writing.

- 12.5. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 12.6. Anti-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, CONTRACTOR agrees to require compliance by all its subcontractor(s).

13. Confidentiality. To ensure compliance with enrollment of qualifying students, the DISTRICT shall provide student data to CONTRACTOR. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data

14. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, its board of directors, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from any third-party claim alleging the negligence of its members, agents and employees. It is understood that such indemnity shall survive the termination of the agreement. The DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, its board, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its Board of Directors, members, agents and employees. It is understood that such indemnity shall survive the termination of the Agreement.

15. Insurance. Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

- 15.1. COMMERCIAL GENERAL LIABILITY occurrence-based insurance policy which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 15.2 SEXUAL ABUSE AND MOLESTATION coverage for actual or alleged sexual abuse and molestation, either included in the Commercial General Liability policy, by endorsement, or through a separate stand-alone policy. Coverage shall apply to acts committed by employees, volunteers, or agents and must provide limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- 15.3. WORKERS' COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- 15.5. PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be endorsed to name Alameda Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT upon CONTRACTOR's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by the DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to the DISTRICT.

16. Litigation. If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. The Agreement shall be performed in Alameda, California and is governed by the laws of the State of California.

17. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

18. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

ALAMEDA UNIFIED SCHOOL DISTRICT

KCE CHAMPIONS LLC

President, Board of Education

Date



Agency Director

6/13/2025

Date

Name

Dan Figurski

Name

Name

REVIEWED BY LEGAL (KCE)
DATE: 6/13/2025
INITIALS CK

Name

**Memorandum of Understanding
Between Alameda Unified School District and
Bay Area Community Resources (BACR) for Love Elementary School
ASES and ELOP Funded Programs
2025-2026**

This memorandum of understanding (MOU), dated July 1, 2025 is between Alameda Unified School District (hereinafter referred to as the DISTRICT) and BACR (hereinafter referred to as CONTRACTOR). It is understood and agreed to by all parties as follows:

1. Purpose. This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at Love Elementary School during the critical after school hours. The intended outcomes are enhanced enrichment opportunities, improved academic performance and more consistent attendance for students, and improved quality of life for families.

2. Description of Collaborative Services. The DISTRICT and CONTRACTOR will work collaboratively to develop, support, coordinate, and provide academic and educational enrichment programs and activities at the designated school. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care.

3. Terms. The terms of this MOU shall commence July 1, 2025 and extend through June 30, 2026.

4. Termination Clause. The DISTRICT may, at any time, terminate this Agreement upon not less than thirty (30) days written notice to CONTRACTOR. The DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, the DISTRICT may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, the DISTRICT may secure the required services from another contractor.

4.1 Force Majeure. Each party shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, government/municipal mandated travel restrictions strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.

5. Compensation. CONTRACTOR shall be entitled to compensation of \$143,000.00 for fiscal year 25-26 or \$14,300.00 per month to support one (1) TK/K cohort (10:1) and one (1) 1-5th cohort (20:1) of qualifying students. Additionally, CONTRACTOR shall be entitled to \$2,450 per additional TK/K cohort (10:1) and \$2,350 per additional 1-5th grade cohort (20:1) per month, less any fee-paying students not qualifying as district funded in each cohort. Program must support a minimum of **83 students** to comply with ASES grant attendance requirements. Any modifications to the amount of compensation must be approved by the DISTRICT and the

CONTRACTOR . Except as expressly set forth herein, the DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT. The granting of any payment by the DISTRICT, or the receipt thereof by CONTRACTOR shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, even though the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work that does not conform to the requirements of this MOU may be rejected by the DISTRICT and in that case must be replaced by CONTRACTOR without delay.

6. Program Roles and Responsibilities

DISTRICT:

- 6.1. Provide a consistent person to act as DISTRICT liaison and program partner.
- 6.2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
- 6.3. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
- 6.4. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
- 6.5. Identify high need students and help recruit students into the program; and provide qualifying student data to the program.
- 6.6. Help program obtain feedback from students and their families on what is working and what new services/program elements need to be added/modified.
- 6.7. Collaborate with CONTRACTOR on a jointly developed and agreed upon professional development plan for after school staff. Share information about professional development and staff training conducted regionally.
- 6.8. School Principal may participate in interviews for Site Coordinator when there is a vacancy to be filled, and give input on selection of Site Coordinator. Expanded Learning Opportunities Coordinator will participate in interviews for Program Manager when there is a vacancy to be filled, and give DISTRICT input on selection of Program Manager.

CONTRACTOR:

- 6.9. Provide a comprehensive after school program that includes academic, enrichment and physical elements. The core program commences immediately upon the conclusion of the school day and operates a minimum of 15 hours per week and at least until 6pm on every regular school day. The core program shall operate every school day with the exception of up to three days that the program can be closed for staff professional development. The supplemental program may operate during any combination of summer, intersession, or vacation periods for a minimum of three hours per day. To be worked out with a site administrator. Use of facilities outside of the regular program hours, including special events to showcase the program, and those not being held as a district event (DISTRICT admin or certificated staff must be present for the duration of and take responsibility for the event), must be entered as a separate permit by CONTRACTOR and fees may be applicable.
- 6.10. Provide an academic component that provides homework assistance.
CONTRACTOR must commit to providing tutoring to students for a minimum one-

- third of their program hours or five (5) hours per week in order to meet the Literacy and Numeracy goals of reading by third (3) grade and mastering math facts by fifth (5) grade. The District prefers the tutoring include a credentialed teacher or teacher's support at least one (1) time a week.
- 6.11. Provide instruction to every student two or three times per week using common core aligned curricula designed or selected in partnership with the school site principal.
 - 6.12. CONTRACTOR will use district provided data to ensure all Unduplicated Students (F&R, Foster, Unhoused, SED, ELD) are informed of the program and are given priority access. CONTRACTOR must accept Unduplicated students and may accept students on a fee-based system. CONTRACTOR may establish an enrollment deadline for staffing purposes but shall communicate such deadline with school community. Unduplicated students enrolling throughout the school year shall be given the opportunity to enroll in the afterschool program when available or by a certain deadline.
 - 6.13. Employ consistent procedures to follow established policies for reasonable early release of pupils in the after school program.
 - 6.14. DISTRICT shall provide all students in the program, regardless of their free and reduced meal status, a daily nutritious snack. CONTRACTOR shall provide a meal order to AUSD Food and Nutrition Services by email each week for the following week. Significant changes to the weekly meal order count provided may be updated throughout the week. Excess meals may be stored and used for future programming days. CONTRACTOR shall track program attendance and meals served each day on the Food and Nutrition Services google tracking sheet.
 - 6.15. Provide a physical activity element that aligns to CDE physical activity standards.
 - 6.16. Maintain clean, safe, and secure program environments for staff and students in conjunction with the DISTRICT.
 - 6.17. Work closely with the school site and the DISTRICT to keep student enrollment and daily attendance as close to 100% of the target attendance and no less than 85% of the target attendance at each school site established by the grant. If the attendance rate at a school is less than 85% of the target attendance over the academic year for the core program
 - 6.18. Maintain and provide to the DISTRICT timely attendance, financial, and program activities records. Ensure that each month's attendance is entered into CitySpan no later than the 10th day of the following month.
 - 6.19. Share new partnership opportunities with DISTRICT and communicate progress of project/partnership development in a timely and consistent manner to the DISTRICT.
 - 6.20. Provide a site coordinator and sufficient site based staffing to meet the minimum requirement of the grant to maintain a 20:1 adult/student ratio for 1-5th grades and 10:1 adult/student ratio for TK and K.
 - 6.21. Develop and submit to the DISTRICT a written program plan by July 30, 2025. following Program Plan Guidelines provided by the California Department of Education. Resources: Standards in designing Expanded Learning Program Quality <https://www.cde.ca.gov/ls/ba/as/documents/qualitycrosswalk.pdf> and the Physical activity guidelines: <https://www.cde.ca.gov/ls/ba/as/documents/paguidelines.pdf> CONTRACTOR must prepare a Suicide Prevention Policy and provide such Policy to the DISTRICT when submitting their Program Plan.
 - 6.22. While providing services as set forth in this contract to the DISTRICT, it may be determined that keys are necessary for access or emergency response. In the event that keys are issued to the CONTRACTOR, the organization acknowledges and agrees to the responsibility of securely maintaining said keys. The

CONTRACTOR's duty, along with its employees or subcontractors, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the district in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with DISTRICT terminate or expire, all individuals are required to return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for rekeying costs at any district school site associated with the use, loss, or failure to return district keys, including the potential of reduced invoice payments if necessary.

- 6.23. Develop and disseminate parent information, including a parent handbook. Copies must be given to the DISTRICT and School Principal.
- 6.24. Collaborate with the DISTRICT on a jointly developed and agreed upon professional development plan for after school staff.
- 6.25. When possible, include school Principal in interviews for Site Coordinator when there is a vacancy to be filled or receive input from Principal on selection of Site Coordinator.
- 6.26. Maintain, during this life of this MOU, all licenses and permits required under local, state or federal law.

7. Field Trip Policy. CONTRACTOR will provide each Site Administrator and the Expanded Learning Opportunities Coordinator with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester.

CONTRACTOR must inform all participants that the trip is not sponsored or endorsed by the Alameda Unified School District, and is independently organized and managed by the CONTRACTOR. As such, the Alameda Unified School District cannot assume responsibility for any aspects related to this trip, including its planning, logistics, safety measures, liability, or financial matters.

CONTRACTOR hereby certifies that after school program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities.

- 7.1. Licenses, Permission/Consent Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 7.1.1. A full description of the trip and scheduled activities
 - 7.1.2. student/adult participant health information
 - 7.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of-state field trip or excursion."
- 7.2. After school program staff or subcontractors leading the trip must have a written list of students attending the trip.
- 7.3. No student shall be prevented from making a trip due to lack of sufficient funds.

- 7.4 Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g. food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 7.5 Supervision
- 7.5.1. CONTRACTOR must review and approve the supervision plan.
- 7.5.2 Trip as structured is appropriate to age, grade level and course of study.
- 7.5.3. Chaperones are all CONTRACTOR employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones, and are 21 or older. Expanded Learning Opportunities Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the Expanded Learning Opportunities Coordinator or CONTRACTOR executive director. Before the trip, after school program staff leading the trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 7.5.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 7.5.5. Safety requirements have been met (e.g.: current First Aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 7.6. Transportation Requirements: The after school program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) Expanded Learning Opportunities Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance (THROUGH CONTRACTOR, fingerprint clearance processed for the DISTRICT may not be utilized as clearance for any other agency); (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or CONTRACTOR automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the

driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 per occurrence and \$2,000,000 aggregate General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers receive safety and emergency instruction and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle. The indemnification requirements set forth in Section 13 shall apply to all transportation activities under this section.

- 7.7. CONTRACTOR must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 7.8. Vendor is licensed to provide all proposed activities.
- 7.9. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
 - 7.9.2 Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
 - 7.9.4. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by CONTRACTOR.
 - 7.9.5. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
 - 7.9.6. Sleeping arrangements and night supervision are safe and appropriate.
 - 7.9.7. Vendor Proof of Insurance: After school coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

8. Financial Records. CONTRACTOR agrees and understands that the DISTRICT is responsible for fiduciary and programmatic oversight for the expenditure of ASES and ELOP grant funds contracted to CONTRACTOR by the DISTRICT for fiscal year 2025-2026. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. CONTRACTOR will ensure that all contracted funds of this MOU are expended as per grant guidelines.

- 8.1. Accounting Records. CONTRACTOR will maintain its accounting records based upon the principles of fund accounting.
- 8.2. Disputes. CONTRACTOR shall make all records available to the DISTRICT for review. The DISTRICT and CONTRACTOR shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

9. Invoicing.

- 9.1. Billing Structure. CONTRACTOR shall divide the total amount of the MOU and bill the DISTRICT by the number of months of the total Term of this MOU. Billing details must be provided upon request to the DISTRICT to ensure compliance with related sub recipient and grant guidelines.
- 9.2. Unallowable Expenses. CONTRACTOR may not purchase computers or capital equipment using ASES funds.
- 9.3. Invoice Requirements. Contractor's monthly invoices must include back-up documentation in the form of a spreadsheet listing each student's name or AUSD student ID grouped per cohort including the funding status of each (No-Fee and Fee-Based) for auditing and verification purposes.
- 9.4. Submission of Invoices. CONTRACTOR must submit invoices to the DISTRICT on a timely and regular basis for services rendered. The DISTRICT will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year.

10. Maintenance of Documents. CONTRACTOR agrees that, pursuant to California law, it shall maintain program and fiscal documentation for a minimum of five years. All documents created by CONTRACTOR pursuant to and for the sole purpose of this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the DISTRICT, with all intellectual property rights therein vested in the DISTRICT at the time of creation. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged or destroyed before final delivery to the DISTRICT, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage to or destruction of such materials. CONTRACTOR may retain a copy of all materials produced under this MOU for its use in its general business activities. DISTRICT acknowledges that with the exception of materials prepared by CONTRACTOR for the sole purpose of this MOU, it does not claim any ownership or intellectual property rights respecting materials prepared by CONTRACTOR in the course of its general business activities. Once CONTRACTOR has reached the five (5) year retention for program documentation, they shall work with the DISTRICT to schedule document destruction.

11. Changes.

- 11.1. CONTRACTOR Changes. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the responsibilities or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances

giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by AUSD prior to CONTRACTOR's implementation of such changes.

- 11.2. Changing Legislation. CONTRACTOR understands that changes in federal or state legislation or district policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2025-2026 fiscal year to reflect additional changes resulting from such legislation.
- 11.3. Amendments to the MOU may be consummated with a mutual written agreement from both parties.

12. Conduct of CONTRACTOR.

- 12.1. Child Abuse and Neglect Reporting Act. CONTRACTOR will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 12.2. Staff Requirements. CONTRACTOR will provide documentation guaranteeing that CONTRACTOR will adhere to the following staff requirements for each CONTRACTOR agent, including employees, staff of subcontracting agencies, and volunteers. CONTRACTOR will provide DISTRICT with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 9.3 which include:
 - 12.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.
 - 12.2.2 Background Check. Current California Department of Justice (CDOJ) fingerprint clearance for each CONTRACTOR agent working with students. CONTRACTOR will not permit its agents to come into contact with students until CDOJ clearance is ascertained, and CONTRACTOR will certify in writing to the DISTRICT that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.
 - 12.2.3. Minimum Qualifications. CONTRACTOR staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 12.3. Removal of Staff. In the event that the DISTRICT, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from a DISTRICT school site and, or property, CONTRACTOR shall immediately upon receiving notice from the DISTRICT of such desire, cause the removal of such person or persons.
- 12.4. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service by this Agreement without first obtaining the prior written approval of the DISTRICT. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business

or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the DISTRICT's attention in writing.

- 12.5. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 12.6. Anti-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, CONTRACTOR agrees to require compliance by all its subcontractor(s).

13. Confidentiality. To ensure compliance with enrollment of qualifying students, the DISTRICT shall provide student data to CONTRACTOR. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data

14. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT, its board of directors, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from any third-party claim alleging the negligence of its members, agents and employees. It is understood that such indemnity shall survive the termination of the agreement. The DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, its board, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its Board of Directors, members, agents and employees. It is understood that such indemnity shall survive the termination of the Agreement.

15. Insurance. Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

- 15.1. COMMERCIAL GENERAL LIABILITY occurrence-based insurance policy which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 15.2. SEXUAL ABUSE AND MOLESTATION coverage for actual or alleged sexual abuse

and molestation, either included in the Commercial General Liability policy, by endorsement, or through a separate stand-alone policy. Coverage shall apply to acts committed by employees, volunteers, or agents and must provide limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- 15.3 AUTO LIABILITY. CONTRACTOR shall maintain auto liability insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Agreement. The policy shall provide coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- 15.4. WORKERS' COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- 15.5. PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

The above general and auto liability policies of insurance shall be endorsed to name Alameda Unified School District, its officers, employees, volunteers, or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT upon CONTRACTOR's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by the DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to the DISTRICT.

16. Litigation. If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. The Agreement shall be performed in Alameda, California and is governed by the laws of the State of California.

17. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

18. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.


On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

ALAMEDA UNIFIED SCHOOL DISTRICT

BAY AREA COMMUNITY RESOURCES

President, Board of Education

Date



Agency Director

6/18/25

Date

David P Gallagher

Name

Name

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Kyle's Assessments (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services (include location, dates, to whom services are provided):

Conduct 10 psycho-educational assessments for students across the district.

2. **Terms.** The term of this agreement shall be from 7/1/25 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,800; or, approval by the Board of Education if the total contract(s) exceeds \$114,800) to 7/30/26. The work shall be completed no later than 6/30/26.

3. **Compensation.** This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. **Select one of the following:**

3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.

3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of service at a rate of \$_____/hour for a total not to exceed \$_____.

3.1.3 ☒ Other: 10 assessments at \$2850 each. Not to exceed \$28,500.00.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows N/A/; which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

- 4.1 ☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____
- 4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Necessary for student evaluations.

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

- 5.1.1 ☒ TB Clearance will be completed through AUSD prior to starting work or such records are already on file.
- 5.1.2 ☐ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.
- 5.1.3 ☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours.
____ (CONTRACTOR initials)
____ (AUSD Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- 5.2.1 ☒ Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.
- 5.2.2 ☐ Agency or Organization certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

- 5.2.3 ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

_____ (CONTRACTOR initials)

_____ (AUSD Representative initials)

- 5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- ☐ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

* **CONTRACTOR acknowledgement** _____

- ☒ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

***CONTRACTOR acknowledgement** Kyle Wallace Digitally signed by Kyle Wallace
Date: 2025.06.17 11:04:26 -07'00'

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☒ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative initials)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

6.4.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

6.4.2 An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

6.4.3 All policies shall be written on an occurrence form.

6.4.4 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD	CONTRACTOR
Name: <u>Jorge Wahner</u>	Name: <u>Kyle Wallace</u>
Title: <u>Senior Director Special Education</u>	Title: <u>School Psychologist</u>
Address: <u>2060 Challenger Dr</u>	Address: <u>1072 Mountain View Blvd</u>
<u>Alameda, CA 94501</u>	<u>Walnut Creek, CA 94596</u>
Email: <u>jwahner@alamedaunified.org</u>	Email: <u>kylesassessments@gmail.com</u>

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accounts payable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

- 9. Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 10. Contractor Qualifications / Performance of Services.**
- 10.1 Contractor Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- 10.2 Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
- 11. Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no
- 14.** discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.

- 15. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artworkcopy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 19. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 20. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

- 22. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the AUSD any unauthorized access to the student data.
- 24. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.
- 25. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Agreement Contingent on Governing Board Approval.** The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 29. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
- 31. Force Majeure.** At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR **Kyle Wallace - Psychologist**
Print Name & Title: _____

Authorized Signature: **Kyle Wallace** Digitally signed by Kyle Wallace
Date: 2025.06.17 11:05:52 -07'00' Date: **06/17/2025**

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds (Fund 01) ☒ Donated Funds ☐ Restricted Funds ☐

Budget Code: **01-6500-0-5760-1190-5800-040-40-1981**



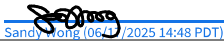
Requesting Administrator _____

06/17/2025

Date _____

II. HR

Human Resource Approval ☒ Yes ☐ No


Sandy Wong (06/17/2025 14:48 PDT)

Signature of Human Resource Administrator _____

06/17/2025

Date _____

III. BOARD DELEGATES

- ☐ Superintendent, Pasquale Scuderi
☐ Assistant Superintendent of Human Resources, Tim Erwin
☒ Assistant Superintendent of Educational Services, Kirsten Zazo
☐ Assistant Superintendent of Business Services, Shariq Khan


Kirsten Zazo (06/17/2025 15:22 PDT)

Signature of Superintendent or Assistant Superintendent _____

06/17/2025

Date _____

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,800:

Signature of President, Board of Education _____

Date _____

Signature of Secretary, Board of Education _____

Date _____

Independent Contractor Status Verification

Contractors who are Individual/sole proprietors or single-member LLCs must complete this form and submit with other contract documents.

Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST (Employee v. Independent Contractor)

Contractor Name:

Kyle Wallace

1. Are you a current employee of Alameda USD (including an active substitute) or have you been active in this calendar year?

YES ☐ NO ☒

2. Are you are a retiree in the CalSTRS or CalPERS system?

YES ☐ NO ☒

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

- ☒ CONTRACTOR and its workers are free from the control and direction of the AUSD in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- ☒ The work to be performed by the CONTRACTOR and its workers is outside the usual course of the AUSD's business.
- ☒ CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

- ☒ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☒ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☒ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☒ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☒ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☒ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☒ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☒ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☒ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☒ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.

- **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
- **SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
 - Having an office and assistants
 - Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - Having business signs
 - Having a business license
 - Listing services in a business directory
 - Other
 - (Attached copies of business license, business cards, letterhead, advertisements)
- **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
 - The worker hires, directs, and pays assistants
 - The worker has his/her own office, equipment, materials, or facilities
 - The worker has continuing and recurring liabilities
 - The worker has agreed to perform specific jobs for prices agreed upon in advance
 - The worker's services affect his/her own business reputation
- **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, Kyle Wallace (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: Kyle Wallace Digitally signed by Kyle Wallace
Date: 2025.06.17 11:07:15
-07'00'

Addendum to Professional Services Agreement for Particular Services

33. ADDITIONAL INSURANCE REQUIREMENTS

In addition to requirements as detailed in 6. Insurance, CONTRACTOR will maintain separate insurance coverage for sexual misconduct, molestation, and abuse; coverage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or provide policy documentation evidences this coverage is not excluded from the CONTRACTORS' general or professional liability policies.

34. TRAINING/CERTIFICATIONS

Contractor certifies that staff providing services to the District shall arrive trained and certified for the service provided; including the Child Abuse and Neglect Reporting Act (CANRA) as Mandated Reporters as stated in California Penal Code § 11164 – 11174. Should Contractor choose to send staff to District sponsored training, those hours will not be paid by the District.

35. PARAPROFESSIONAL MINIMUM QUALIFICATIONS

Should CONTRACTOR employ paraprofessional staff, all paraprofessionals (instructional and non-instructional) placed at the District must meet the following minimum requirements for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education or other COE as approved by the District. Such evidence of qualifications (diploma, County record) shall be provided by CONTRACTOR for a signed PSA or Master PSA Assignment Addendum. Contractors who provide paraprofessionals without this qualification do so with no expectation of the District compensating services beyond their minimum rate.

36. CONTRACT APPROVAL REQUIREMENTS

CONTRACTOR shall only provide services to the District as agreed to in a fully-executed PSA or Master PSA Assignment Addendum. CONTRACTORS who provide staff for services for service without an executed PSA or MPSA Assignment Addendum, or provide staff for services that differ from such, do so with no expectation of payment. The District will not compensate any service that did not have a fully executed PSA or Master PSA Addendum, even should that service have been requested by staff verbally or through email, etc. Only an agreement signed by an Assistant Superintendent of the District or the President of Education are authorized. The District will not retro-date an agreement to cover these scenarios.


37. WORK HOURS

All staff of CONTRACTOR will be contracted a six (6) or seven (7) hour workday. CONTRACTOR staff may not adjust daily or weekly hours and the District will only approve and process payment for the contracted hours per day, any hours outside are understood to be provided with no expectation of compensation.

38. INVOICING

In addition to invoicing terms stated in 8. Invoices, agencies staffing District positions, each must be invoiced separately and include the District PO number. The invoice must contain backup documentation indicating hours worked each day and work location in a format acceptable to the District for payment to be processed.

DISTRICT

Signature: 
Kirsten Zazo 06/17/2025 15:22 PDT

Printed Name: Kirsten Zazo

Title: Assistant Superintendent

Date: 06/17/2025

CONTRACTOR

Signature: Kyle Wallace Digitally signed by Kyle Wallace
Date: 2025.06.17 11:07:29
+07'00'

Printed Name: Kyle Wallace

Title: Psychologist

Date: _____

Kyle's Assessments LLC Rate Sheet

Comprehensive Psycho-Educational Evaluation

Review of General and Special Education Records
Health and Developmental History
Classroom, Recess, and Testing Observations
Interviews (Student, Parent, <u>and</u> Teacher)
General Cognitive Battery (WISC-V, KTEA-2, WJIV-Cog, CAS-2, and/or similar)
Processing Assessments (VMI, FAR, TAPS, CTOPP-2, NEPSY-II, WRAML-3 and/or similar)
General Rating Scales (BASC-3, Vineland, Conners-4, and/or similar)
Scoring Tests and Analyzing Results
Report and Recommendations
Consultation with IEP Team Prior to Meeting
IEP Team Meeting

Fee- \$2,850

Comprehensive ED/AUT Evaluation

Review of General and Special Education Records
Health and Developmental History
Classroom, Recess, and Testing Observations (3 Total Observations Across Settings)
Clinical Interviews (Student, Parent, Therapist/Counselor, <u>and</u> Teacher)
General Cognitive Battery (WISC-V, KTEA-2, WJIV-Cog, CAS-2, and/or similar)
Processing Assessments (VMI, FAR, TAPS, CTOPP-2, NEPSY-II, WRAML-3 and/or similar)
General Rating Scales (BASC-3, Vineland, ASRS, Conners-4, and/or similar)
Narrow Band Scales (CDI-2, MASC-2, EDDT, and/or similar)
Projective Testing Measure (Roberts-2, CSRPI, and/or similar)
Scoring Tests and Analyzing Results
Report and Recommendations
Consultation with IEP Team Prior to Meeting

IEP Team Meeting

Fee- \$3,200

Educationally Related Mental Health Services (ERMHS) Evaluation

Review of General and Special Education Records
Health and Developmental History
Classroom, Recess, <u>and</u> Testing Observations (3 Total Observations Across Settings)
Clinical Interviews (Student, Parent, Therapist/Counselor, <u>and</u> Teacher)
General Rating Scales (BASC-3, Vineland, ASRS, Conners-4, and/or similar)
Narrow Band Scales (CDI-2, MASC-2, EDDT, and/or similar)
Projective Testing Measure (Roberts-2, CSRPI, and/or similar)
Scoring Tests and Analyzing Results
ERMHS Services Recommendations, IEP Goal Writing, & IEP Services Recommendations
Consultation with IEP Team Prior to meeting
IEP Team Meeting

Fee- \$2,000

Standardized Academic Assessment

Review of General and Special Education Records
Testing Observations
Report Write Up, Analysis, and Recommendations
Updating Seis and Sending The Draft Report to IEP Team Members Before The Meeting
Consultation with IEP Team Prior to meeting
IEP Team Meeting

Fee- \$900

Hourly Fee-\$150 (e.g. IEP meetings that exceed 2 hours, Pre-meeting/staffing's, attending SSTs/504 meetings)

File Review Fee-\$700 (encompassing full record review, report writing, updating Seis, collaboration with IEP Team, and attending IEP meeting)

IEEs, Litigious Cases Involving Attorneys, & Out of State RTC Assessments

Fee- Negotiated on a Case-by-Case Basis



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Group Agency Association, LLC PO Box 280 Cedar City UT 84721		CONTACT NAME: CL Central PHONE (A/C, No, Ext): (866) 216-6133 E-MAIL ADDRESS: linkmail@leavitt.com FAX (A/C, No): (866) 688-5709	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Ins Co	
		INSURER B: Hartford Casualty Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Kyles Assessments LLC 1377 Le Havre Ct Livermore CA 94551-1964			

COVERAGES**CERTIFICATE NUMBER:** 24-25 WC/GL/UM**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	76SBUBA4HJH	09/26/2024	09/26/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y		76SBUBA4HJH	09/26/2024	09/26/2025	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	34WECBJ80YC	08/22/2024	08/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alameda Unified School District is named additional insured with respects to general liability as per company form SL 30 32 06 21, waiver of subrogation form SL 00 00 10 18. Umbrella additional insured as per company form SU 00 02 10 18. Work comp waiver of subrogation as per company form WC 04 03 06.

CERTIFICATE HOLDER**CANCELLATION**

Alameda Unified School District 2060 Challenger Dr Alameda CA 54501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 34 WEC BJ80YC

Endorsement Number:

Effective Date: 08/22/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Kyles Assessments LLC

1072 MOUNTAIN VIEW BLVD
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph 2. of Section C. **WHO IS AN INSURED:**

- a.** Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b.** With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c.** The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d.** The insurance afforded to such "insured" only applies to the extent permitted by law.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

Program Summary

Year	Courses	Exams	Total Cost
2024/25	27	1,900	\$149,235

More program statistics		Authorized Signer:	
		Gary K. Lym President Board of E	Date

Ship To

Alameda High School
2200 Central Ave
Alameda, CA 94501
[Change](#)

[View Shipments →](#)

Orders

View Order History

Submitted 11/15
Last Modified 5/23

[View Approval Requests ?](#)
5 Approved

Last Modified 5/23

Changing your order

To add or remove exams from your order, use the links in the **All Exams table** below. Then come back here and submit your changes.

All Exams	Student Labels	Other Materials	Score Reporting Services	Large Volume Rebates
-----------	----------------	-----------------	--------------------------	----------------------

[Download Order Details](#)

Course ^	Exam Date ^	Reduced Fee ^	SSD Materials ^	Not Taking Exam ^	Total Exams ^
AP 2-D Art and Design	See Submission Deadline	1	0	1	15

Course ^	Exam Date ⇅		Reduced Fee ⇅	SSD Materials ⇅	Not Taking Exam ⇅	Total Exams ⇅
AP 3-D Art and Design	See Submission Deadline		0	0	0	1
AP African American Studies	Std - Digital	5/08	9	0	0	98
AP African American Studies	Lte - Digital	5/20	1	0	0	3
AP African American Studies	Exc - Digital		0	0	0	1
AP Biology	Std - Hybrid	5/05	22	1	0	107
AP Biology	Lte - Hybrid	5/21	0	0	0	3
AP Calculus AB	Std - Hybrid	5/12	18	0	0	141
AP Calculus AB	Lte - Hybrid	5/22	0	0	0	2
AP Calculus BC	Std - Hybrid	5/12	2	0	0	9
AP Calculus BC	Lte - Hybrid	5/22	0	0	0	1
AP Chemistry	Std - Hybrid	5/06	17	0	0	74
AP Chemistry	Lte - Hybrid	5/21	0	0	0	1
AP Chinese Language and Culture	Standard	5/09	12	0	0	30
AP Computer Science A	Std - Digital	5/07	9	0	0	27
AP Computer Science Principles	Std - Digital	5/15	6	0	0	34
AP English Language and Composition	Std - Digital	5/14	35	0	1	194

Course ^	Exam Date ⇅		Reduced Fee ⇅	SSD Materials ⇅	Not Taking Exam ⇅	Total Exams ⇅
AP English Language and Composition	Lte - Digital	5/22	0	0	0	3
AP English Literature and Composition	Std - Digital	5/07	10	0	0	115
AP English Literature and Composition	Lte - Digital	5/19	1	0	0	3
AP Environmental Science	Std - Digital	5/13	15	0	0	143
AP Environmental Science	Lte - Digital	5/23	1	0	0	2
AP Macroeconomics	Std - Hybrid	5/09	2	0	0	5
AP Macroeconomics	Lte - Hybrid	5/21	1	0	0	1
AP Microeconomics	Std - Hybrid	5/05	3	0	0	7
AP Physics 1	Std - Hybrid	5/16	2	0	0	18
AP Physics 2	Std - Hybrid	5/13	6	0	0	35
AP Physics 2	Lte - Hybrid	5/23	0	0	0	1
AP Physics C: Electricity and Magnetism	Std - Hybrid	5/15	0	0	0	5
AP Physics C: Electricity and Magnetism	Lte - Hybrid	5/22	0	0	0	1
AP Physics C: Mechanics	Std - Hybrid	5/14	7	0	3	65
AP Physics C: Mechanics	Lte - Hybrid	5/22	0	0	0	1
AP Psychology	Std - Digital	5/16	5	0	0	18

Course ^	Exam Date ↕		Reduced Fee ↕	SSD Materials ↕	Not Taking Exam ↕	Total Exams ↕
AP Spanish Language and Culture View/Edit CD Order	Standard	5/15	5	0	0	18
AP Spanish Language and Culture View/Edit CD Order	Late	5/23	0	0	0	1
AP Spanish Language and Culture View/Edit CD Order	Exception		0	0	0	2
AP Statistics	Std - Hybrid	5/08	12	0	0	72
AP Statistics	Lte - Hybrid	5/21	1	0	0	1
AP United States Government and Politics	Std - Digital	5/06	22	0	0	141
AP United States Government and Politics	Lte - Digital	5/20	1	0	0	1
AP United States History	Std - Digital	5/09	23	0	0	198
AP United States History	Lte - Digital	5/20	15	0	0	55
AP World History: Modern	Std - Digital	5/08	11	0	0	245
AP World History: Modern	Lte - Digital	5/19	0	0	0	2



Price Quotation # : 2025-3YRDS

THIS QUOTE IS VALID until June 30, 2025

Contact Name : Robyn O'dell	Date: February 6, 2025
Company: Alameda Unified School District	Terms: net 30 from PO date annually July 1, 2025: July 1, 2026 and July 1, 2027
Address: 2060 Challenger Drive	Order Payment: Purchase Order / Money Order
City, State Zip: Alameda CA 94501	Installation and Support: Family Zone
Phone:	Tax & Shipping: Added to Invoice
E-Mail:	BorderLAN Contact: Deena Swidler 858.752.2339 deena@borderlan.com
Notes:	Remit To: BorderLAN Security Receivables 950 Boardwalk #300 San Marcos, CA 92078 FAX: (860) 736-8100

Item	Description	Units	Your COST
	Linewize Filter - 3 YR Pay Annual Tier 3 Linewize Filter 3 Year Subscription. Cloud-Managed Filter and Reporter w/ built in Cyber-Safety controls. 5000-10,000 FTE. Unlimited devices.	8750	\$71,137.50
	SMG50 - 3Y Pay Annual Renewal Linewize Local Gateway Renewal Lease for SMG-50	1	\$8,032.50
	Classwize - 3 YR Pay Annual Tier 3 Classwize - 3 Year Subscription. Cloud managed classroom management suite. Provides screen visibility and control on Windows, Mac, and Chrome Operating Systems with cloud directory integration and school roster support. Cyber Safety included. 5,001-10,000 FTE	8750	\$69,037.50
	Linewize Community Package 3 Year Subscription Linewize Community Package 3 Year Subscription. Includes community engagement content, virtual classes, digital parenting course, staff awareness training, a unique Linewize.com URL with school logo and school safety reporting information	8750	
	Taxes, APPLICABLE or tax exempt certificate needed (current rate 10.75%)	1	\$863.49
		Total	<u>\$149,070.99</u>
	Non-cancellable Annual Payment July 1, 2025; July 1, 2026 and July 1, 2027	Annual Payment	<u>\$49,690.33</u>



Price Quotation # : 2025-3YRDS

THIS QUOTE IS VALID until June 30, 2025

PAYMENT TERMS: 100% of the first payment is due in Net 30 from the date of the Purchase Order. Payment 2 and Payment 3 due July 1, 2026 and July 1, 2027. Real costs of shipping and handling will be added to the prices shown above and will be reflected on the invoice if applicable, and paid by Customer as part of the total invoice amount. If applicable, state sales tax will be added to the price of all products unless Customer provides written evidence of exemption prior to shipment.

MULTI-YEAR AGREEMENT: This Agreement is for the purchase of the contract total, with payment of 100% per the payment schedule. Payments may be accelerated but due payments **may not cancelled for any reason.**

ENTIRE AGREEMENT: The terms and conditions of this Agreement are intended by the parties as the final expression of their agreement with respect to the subject matter of this Agreement, and supersede all prior discussions, representations and agreements, both oral and written. This Agreement may only be modified by means of a document, signed by both parties.

Upon signing, you agree to have BorderLAN Security invoice you for the amount listed. This is a binding order effective once signed and faxed to BorderLAN Security.

To order, fax signed copy of this agreement AND a PO to:

Sales Department: Fax # (860)736-8100

Agreed and accepted:

Customer

BorderLAN Security

By: _____

By: _____

SIGNATURE

SIGNATURE

Name: _____

Name: Deena Swidler

Title: _____

Title: President

Date: _____

Date: 6/11/2025



**AMENDMENT NO. 1 to Repairs, Maintenance, or Small Construction Projects
(CUPCCAA) Contract #2403
Dated October 8, 2024**

This Amendment is entered into on June 10, 2025, between the Alameda Unified School District (District) and Gachina Landscape Management (CONTRACTOR). The District entered into a CUPCCAA Contract with the CONTRACTOR for district-wide sports field maintenance, and the parties agree to amend that Agreement as follows:

1. Services

CONTRACTOR shall add the maintenance of the Wood Middle School baseball field, except for in-field maintenance, to services already provided at the school’s multi-purpose athletic field.

2. Compensation

Original Contract: \$177,300.00

Amendment 1: \$507.00/month, totaling \$1,647.75.

Amended Contract: \$178,947.75

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

☒ There are no previous amendments to this Agreement.

☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

“DISTRICT”

By: _____
Gary K. Lym
President, Board of Education

CONTRACTOR”

By:  _____
Name Bryan Thomas
Title Business Developer Manager

770 The City Drive South
Orange, CA 92868
US

Quote Date: 6/9/2025
Quote Number: Q-05350
Expiration Date: 9/7/2025

Prepared by: Brandon Cruz
Phone:
Email: brandonc@aeries.com

Prepared for: Alameda Unified School District
Phone: 5103377182
Email: rodell@alamedaunified.org

Terms: Net 30

Bill to: Alameda Unified School District
Attn: Robin Odell
Address: 2060 Challenger
Alameda, CA 94501

Aeries Software

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Analytics	9,292	\$1.43	7/1/2025	6/30/2026	\$13,287.56
Aeries Database Maintenance, per additional year	14	\$250.00	7/1/2025	6/30/2026	\$3,500.00
Aeries Online Enrollment	9,292	\$2.00	7/1/2025	6/30/2026	\$18,584.00
Aeries Student Information System in the Cloud	9,292	\$9.00	7/1/2025	6/30/2026	\$83,628.00
Aeries Software TOTAL:					\$118,999.56

ParentSquare

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Communications	9,292	\$6.00	7/1/2025	6/30/2026	\$55,752.00
ParentSquare TOTAL:					\$55,752.00

SUBTOTAL \$174,751.56

DISCOUNT \$0.00

GRAND TOTAL \$174,751.56

Order Acceptance Information:

The communication services offered through ParentSquare are subject to the terms contained in this Purchase Agreement / Order Form and the ParentSquare School Agreement located collectively at:

<https://www.parentsquare.com/agreement/>,
<https://www.parentsquare.com/terms/>, and
<https://www.parentsquare.com/privacy/>.

These are incorporated by reference into this Purchase Agreement / Order Form ("ParentSquare School Agreement"), including any exceptions listed in the Exceptions section.

One-time services will be invoiced immediately. Subscription services will be invoiced on the start date listed above. For quoting and pricing purposes, Aeries uses the most recent available data provided by public agencies such as NCES/Data Quest to determine enrollment numbers for public school districts. Given year-to-year fluctuations in enrollment numbers, Aeries reserves the right to rely on these public data sets and reserves the right not to change quoted enrollment numbers unless Customer can provide evidence that the variance is greater than 5%. Prices shown above do not include any state or local taxes that may apply. Any such taxes are the responsibility of the customer and will appear on the final invoice. Customer is responsible for deducting and remitting any withholding taxes as required by local tax regulations and should provide a copy of the WHT certificate to Aeries within 3 days of receipt.

Terms and Conditions:

This Order Form shall become legally binding upon signing and returning it to Aeries by the Customer. Orders are non-cancelable before the Contract End Date. This Order Form is exclusively governed by the terms and policies stated below.

Aeries Master Services Agreement (MSA) found at: <https://www.aeries.com/master-services-agreement/>

Aeries Terms of Services found at: <https://www.aeries.com/terms-of-service/>

Aeries Privacy Policy found at: <https://www.aeries.com/privacy-policy/>

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

To place your order, please sign and return to sales@aeries.com.

Name

Signature

Title

Date

Notes:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.76 Approval of Budget Transfers, Increases, Decreases

Item Type: Consent

Background: After adopting the fiscal year budget, it is often necessary to make budgetary transfers and revisions. Budget transfers allow the redistribution of funds as needs and plans change, and budget revisions allow the district to increase or decrease funds based on entitlements and grants received.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase revenues and expenditures in the District in the amount of \$106,881.80.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Attachment A	6/17/2025	Backup Material
☐ Resolution No. 2024-2025.76	6/17/2025	Resolution Letter

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda High School	Donations	\$ 9,522.60
Bay Farm Elementary	Donations	\$ 1,515.00
Edison Elementary	Donations	\$ 29,609.27
Island High School	Donations	\$ 39.73
Lincoln Middle School	Donations	\$ 6,063.00
Love Elementary	Donations	\$ 23,012.90
Maya Lin Elementary	Donations	\$ 36,220.00
Otis Elementary	Donations	\$ 802.30
Paden Elementary	Donations	\$ 80.00
Wood Middle School	Donations	\$ 17.00
Total Donations		\$ 106,881.80

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.76

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books and Supplies
5000 Services and Other Operating Expense
6000 Capital Outlay
7000 Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES: MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Gary K. Lym, President
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.77 Authorization to Dispose of Surplus Property

Item Type: Consent

Background: Education Code Sections 17545 and 17546 permit the Board of Education, through its designated agent, to legally dispose of surplus equipment that is either obsolete or in disrepair, and thus should be removed from district inventory.

Exhibits A, B, C, D & E list items that are either damaged, obsolete, or no longer needed by the district, as well as materials that should be stored or transferred and are not currently required at the site.

Approval of Resolution No. 2024-2025.77 will authorize staff to transfer or dispose of these items in the most appropriate manner, in accordance with Administrative Regulation 3270: Sale and Disposal of Books, Equipment, and Supplies.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 2024-2025.77	6/17/2025	Resolution Letter
□ Exhibit A	6/17/2025	Exhibit
□ Exhibit B	6/17/2025	Exhibit
□ Exhibit C	6/17/2025	Exhibit
□ Exhibit D	6/17/2025	Exhibit
□ Exhibit E	6/17/2025	Exhibit

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.77

Authorization to Dispose of Surplus Property

WHEREAS, the state requires a resolution to be adopted by the Board of Education for the property transfer or retirement of used and obsolete equipment used in Maintenance, Operations, and Facilities, Food Services, or Technology as listed in:

Exhibits A, B, C, D & E - Property Transfer or Retirement Form

AND WHEREAS, the Board of Education desires to change the adopted appropriations,

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per the Exhibit.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Property Transfer/Retirement Form

Exhibit A

Type of request:

☐ Transfer ☒ Waste ☐ Recycle

Current Location

Ruby Bridges Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
6	metal file cabinets	0	0	3 - Retire/Poor

Submitter Signature

Glenda Machrus

Approvals

Site Admin Signature

Juan Flores

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Machrus, Glenda

Date Submitted: 6/4/2025

Form #: 71965

Property Transfer/Retirement Form

Exhibit B

Type of request:

☐ Transfer ☐ Waste ☒ Recycle

Current Location

Amelia Earhart Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
8	Student side by side desks	N/A	N/A	2 - Fair

Submitter Signature

Susan Bonino Solis

Approvals

Site Admin Signature

Bryan Dunn-Ruiz

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Bonino, Susan

Date Submitted: 6/9/2025

Form #: 72183

Property Transfer/Retirement Form

Exhibit C

Type of request:

☐ Transfer ☒ Waste ☐ Recycle

Current Location

Amelia Earhart Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	L shaped desk	n/a	02340	3 - Retire/Poor

Submitter Signature

Susan Bonino Solis

Approvals

Site Admin Signature

Bryan Dunn-Ruiz

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Bonino, Susan

Date Submitted: 6/5/2025

Form #: 72017

Property Transfer/Retirement Form

Exhibit D

Type of request:

☐ Transfer ☐ Waste ☒ Recycle

Current Location

Island High School

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Teacher's Chair Blue	c120722	N/A	3 - Retire/Poor
1	Teacher's Chair Red	1-16-0558	N/A	3 - Retire/Poor

Submitter Signature

Jhune K. Rosalio

Approvals

Site Admin Signature

Jorge Melgoza

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Rosalio, Jhune

Date Submitted: 6/2/2025

Form #: 71633

Property Transfer/Retirement Form

Exhibit E

Type of request:

☐ Transfer ☒ Waste ☐ Recycle

Current Location

District Office- Maintenance Operations and Facilities

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
50	Old Cafeteria Tables	N/A	N/A	3 - Retire/Poor

Submitter Signature

Becca Gimlett

Approvals

Site Admin Signature

Brian D. Addicott

Director Signature

Brian D. Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Gimlett, Becca

Date Submitted: 6/12/2025

Form #: 72488

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.78 Approval of Participation in Bids/Contracts of Other Public Agencies (Piggyback Contracts), Authority to Award Piggyback Contracts, and Adoption of Federal Small Purchase Threshold for Child Nutrition Programs for 2025-2026

Item Type: Action

Background: The Board of Education is requested to authorize the Superintendent and/or designee to act as the District’s representative to purchase materials, supplies, or equipment in fiscal year 2025–2026. This includes the use of contracts, leases, requisitions, or purchase orders awarded by other public agencies, as permitted under Public Contract Code (PCC) Section 20118, commonly referred to as “piggybacking,” and subject to the provisions of PCC Sections 20111, 20112, and 20118.

Additionally, the District will adopt the federal small purchase threshold of \$250,000 for child nutrition programs, utilizing the small purchase method in accordance with PCC Section 20111.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❑ Resolution No. 2024-2025.78	6/17/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.78

**Approval of Participation in Bids/Contracts of Other Public
Agencies (Piggyback Contracts), Authority to Award
Piggyback Contracts, and Adoption of Federal Small Purchase
Threshold for Child Nutrition Programs for 2025-2026**

WHEREAS, applicable law generally requires the District to engage in competitive bidding for the procurement of goods, materials, supplies, services, equipment, and other property; and

WHEREAS, exceptions to competitive bidding are permitted under certain laws, including the adoption of federal small purchase thresholds and the use of contracts awarded by other public agencies, commonly referred to as “piggyback” contracts; and

WHEREAS, Public Contract Code (PCC) Section 20111 allows the District’s Child Nutrition Program to adopt the federal small purchase threshold of \$250,000 for procuring goods and services with federal funds and

WHEREAS, PCC Section 20118 authorizes the District to use piggyback contracting for the lease of data processing equipment and the purchase of materials, supplies, equipment, vehicles, and other personal property; and

WHEREAS, PCC Sections 10298 and 10299 allow the District to purchase information technology, goods, and services through cooperative agreements and master contracts procured by the California Department of General Services (DGS), including those with national cooperative organizations such as NASPO, OMNIA, and U.S. Communities; and

WHEREAS, the use of piggyback contracts and the federal small purchase threshold offer efficient and cost-effective alternatives to traditional competitive bidding processes; and

WHEREAS, funding may be provided from various sources, including but not limited to, General Fund, Cafeteria Fund, and Categorical Programs; and

WHEREAS, Education Code Section 17604 permits the Board of Education to delegate contracting authority to the Superintendent and/or designee, subject to limitations and subsequent Board ratification;

THEREFORE, BE IT RESOLVED, that the Board of Education authorizes the District to utilize the piggyback procurement process and adopt the \$250,000 federal small purchase threshold for the Child Nutrition Program for fiscal year 2025–2026;

BE IT FURTHER RESOLVED, that the Superintendent and/or designee are authorized, pursuant to Education Code Section 17604, to award contracts under this authority, provided that contracts exceeding the Superintendent’s delegated authority must be submitted to the Board for approval and execution.

PASSED AND ADOPTED by the following called vote this 24th day of June, 2025:

AYES:_____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.79 Authorization of the Superintendent and/or Assistant Superintendent of Business Services to Sign Orders Drawn on the District Funds During the Summer until August 12, 2025

Item Type: Consent

Background: Education Code Section 42632 provides that each order drawn on the funds of a school district shall be signed by at least a majority of the members of the governing board or by persons authorized by the board. As there are no board meetings in July, the Board of Education is requested to appoint the Superintendent and/or the Assistant Superintendent of Business Services as the authorized representatives to sign orders drawn on the funds of the District and to notify the Board of such actions at its August 12, 2025 meeting.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2024-2025.79	6/17/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.79

**Authorization for Superintendent and/or Assistant Superintendent of Business Services
to Sign Orders Drawn On the Funds of the District**

WHEREAS, Education Code Section 42632 provides that each order drawn on the funds of a school district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name; and

WHEREAS, the Board of Education will not conduct regular board meetings in July 2025; and

WHEREAS, the orders signed by the Superintendent and/or Assistant Superintendent of Business Services will be presented to the Board of Education for notification at its August 12, 2025 Board meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education authorizes the Superintendent and/or Assistant Superintendent of Business Services to sign orders drawn on the funds of the Alameda Unified School District.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES:_____MEMBERS: _____

NOES:_____ MEMBERS: _____

ABSENT:___MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.80 Authorization for Superintendent and/or Assistant Superintendent of Business Services to Accept Low Apparent Bid Awards During the Summer Until August 12, 2025

Item Type: Consent

Background: The Board of Education will be in recess during the month of July. As the business of the District needs to continue including the significant matter of accepting low apparent bids, the Board is asked to delegate the acceptance of low apparent bids to the Superintendent and/or Assistant Superintendent of Business Services until the August 12, 2025 Board meeting.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2024-2025.80	6/17/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.80

**Authorization for Superintendent and/or Assistant Superintendent of Business Services
to Accept Low Apparent Bids During the Summer**

WHEREAS, the business of the District needs to continue during the summer when the Board of Education is in recess; and

WHEREAS, although not anticipated, the significant matter of accepting low apparent bids may need to continue during the month of July; and

WHEREAS, the Board of Education will have summer projects to be completed;

THEREFORE, BE IT RESOLVED that the Board of Education delegates the authority to accept low apparent bids from June 25th through August 12th to the Superintendent and/or the Assistant Superintendent of Business Services of Alameda Unified School District.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES:_____MEMBERS: _____

NOES:_____ MEMBERS: _____

ABSENT:____MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.81 Annual Delegation of Authority to Approve Year-End Budget Transfers

Item Type: Action

Background: To expedite the closing of the District’s books at the end of the year, the Board of Education is requested to authorize the Assistant Superintendent of Business Services and the Director of Fiscal Services to approve year-end interfund transfers. The Assistant Superintendent of Business Services will subsequently report the results of the transfers executed to the Board of Education when presenting the 2024-25 Unaudited Actuals.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❏ Resolution No. 2024-2025.81	6/17/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT

**Alameda, California
Resolution**

June 24, 2025

Resolution No. 2024-2025.81

Annual Delegation of Authority to Approve Year-End Budget Transfers

WHEREAS, changes to Education Code Sections 42600 and 42601 no longer allow for blanket year-end budget transfers; and

WHEREAS, Education Code Section 35161 allows the Board of Education to delegate its authority to approve year end budget transfers; and

BE IT RESOLVED that the Board of Education of the Alameda Unified School District formally grants authority to the Assistant Superintendent of Business Services and the Director of Fiscal Services to approve year-end budget transfers on its behalf; and

BE IT FURTHER RESOLVED, that the Assistant Superintendent of Business Services shall report the results of all year-end budget transfers to the Board before it adopts the FY 2024-25 unaudited actuals report

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES:_____ MEMBERS: _____

NOES:_____ MEMBERS: _____

ABSENT:_____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.82 Approval to Establish Temporary Interfund Transfers

Item Type: Action

Background: California Education Code 42603 allows school districts to temporarily move money from one fund to another, referred to as an interfund transfer, as long as the money is paid back within the required timeframe. These interfund transfers are used to avoid disruptions in district operations by covering short-term cash needs in funds that may not yet have received their scheduled revenues. This process allows the District to continue providing essential services without delay and avoids the need for external borrowing.
The Board of Education is being asked to adopt Resolution No. 2024-2025.82 that allows the District's Assistant Superintendent of Business Services to make temporary loans between certain funds during the 2025-2026 school year. All transfers must follow the rules outlined in Education Code 42603 and will be repaid as required by law.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 2024-2025.82	6/17/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.82

Approval to Establish Temporary Interfund Transfers

WHEREAS, the governing board of any school district may direct that funds held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Board of Education of the Alameda Unified School District, authorizes the temporary transfer of monies between the following funds provided that all transfers are approved by the Assistant Superintendent of Business Services or Fiscal Director:

General Fund – Fund 01
Adult Education Fund – Fund 11
Child Development Fund – Fund 12
Cafeteria Fund – Fund 13
Deferred Maintenance Fund – Fund 14

Reserve Fund - Fund 17 Capital Facilities
Fund – Fund 25
County School Facilities Fund – Fund 35
Special Reserve Fund – Capital Projects –
Fund 40
Foundation Fund - Fund 73

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____

Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.83 Appointment of Authorized Agents to Sign Warrants & Disbursements on District's Non-County Treasury Bank Accounts

Item Type: Consent

Background: Under Education Code Sections 42632 and 35161, the Board has the authority to appoint individuals to act on its behalf and to certify or attest to Board actions.
Resolution No. 2024-2025.83 designates such authorized agents for the 2025–2026 fiscal year, allowing them to sign warrants and disbursements drawn from the District’s bank accounts.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❏ Resolution No. 2024-2025.83	6/17/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.83

**Appointment of Authorized Agents to Sign Warrants & Disbursements on
District's Non-County Treasury Bank**

WHEREAS, Education Code §42632 and §35161 provide that the Board of Education may appoint agents and officers to act in behalf of the Board of Education and to certify or attest to actions taken by the governing board; and

WHEREAS, Education Code §42632 states "Each order drawn on the funds of a school district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name. No person other than an officer or employee of the district shall be authorized to sign orders"; and

WHEREAS, Education Code §35161 states "The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board, and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated"; and

WHEREAS, the Board of Education established various bank accounts; and

WHEREAS, the Board of Education has authorized any one or combination of the following officers' or employees' signatures on District order;

NOW, THEREFORE, BE IT RESOLVED,

1. The Alameda Unified School District Board of Education hereby appoints the Superintendent, Assistant Superintendent(s) of Education Services, Business Services and Human Resources, and Director of Fiscal Services as Authorized Agents of the Board for fiscal year 2025-2026.
2. The Board of Education does hereby authorize and empower the following officers and/or employees of the school district below to sign any and all orders as indicated by the preceding tables in the name of the district or their respective school sites, including those drawn on the funds of the school district's payroll and revolving fund;

Superintendent _____

Assistant Superintendent of Business Services _____

Assistant Superintendent of Education Services _____

Assistant Superintendent of Human Resources _____

Director of Fiscal Services _____

THEREFORE, BE IT FURTHER RESOLVED that this resolution supersedes all previous resolutions on the same matter and that the Superintendent of Schools, Alameda County Office of Education, be furnished with a copy of this resolution.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES:_____ MEMBERS: _____

NOES:_____ MEMBERS: _____

ABSENT:_____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.84 Appointment of Authorized Agents to Sign Official Documents and Reports

Item Type: Consent

Background: Districts are required to authorize and sign certain official documents and reports, including local, state, and federal filings such as Transportation and Attendance reports. To support efficient day-to-day operations, Education Code Sections 42632 and 35161 allow the Board of Education to appoint agents to sign documents and execute filings on the District's behalf as needed.

Resolution No. 2024-2025.84 appoints the Superintendent and Assistant Superintendents of Business Services, Education Services and Human Resources as authorized signatories for the 2025-2026 fiscal year, and their signatures are included within this resolution.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 2024-2025.84	6/17/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.84

Appointment of Authorized Agents for Official Documents and Reporting

WHEREAS, the Alameda Unified School District must routinely provide signature approval on official documents and reports, including local, State, and Federal reports; and

WHEREAS, Education Code §42632 and §35161 provide that the Board of Education may appoint agents and officers to act on behalf of the Board of Education and to certify or attest to actions;

NOW, THEREFORE BE IT RESOLVED that the Governing Board hereby duly authorizes and empowers the following persons to sign all documents and reports pertinent to conducting the business of the District for fiscal year 2025-2026.

Superintendent _____

Assistant Superintendent of Business Services _____

Assistant Superintendent of Education Services _____

Assistant Superintendent of Human Resources _____

THEREFORE, BE IT FURTHER RESOLVED that this resolution supersedes all previous resolutions on the same matter and that the Superintendent of Schools, Alameda County Office of Education, be furnished with a copy of this resolution.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

Gary K. Lym, President Board
of Education
Alameda Unified School District

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Resolution No. 2024-2025.85 Annual Delegation of Authority to Submit Fee-Based Applications for Construction Projects
Item Type:	Consent
Background:	<p>Construction projects within the district often require submitting various applications to local and state agencies, along with required fees, in order to obtain necessary permits and approvals. These projects typically operate on tight timelines, and any delays can increase costs or affect access to school sites.</p> <p>Under Education Code §35161, a school district’s governing board may delegate its legal powers and duties to district officers. Education Code §17604 further allows the Board of Education to delegate its authority to enter into contracts to the Superintendent or their designees, through a majority vote.</p> <p>In accordance with Board Policies 3312 (Contracts) and 3300 (Expenditures and Purchases), the Superintendent or designees are authorized to enter into contracts and make purchases for the Alameda Unified School District, within the limits set by Public Contract Code §20111(a).</p> <p>Staff is requesting that the Board of Education delegate this authority—outlined in Public Contract Code §20111(a) and Education Code §17604—to the Senior Director of Construction for the 2025-2026 fiscal year. This delegation is limited to construction-related applications and contracts or expenditures under \$25,000, and expenditures exceeding \$25,000 will require completion by the Assistant Superintendent of Business Services up to the authorized threshold of \$114,800.00.</p> <p>All contracts made under this delegated authority must be ratified by the Board of Education within 60 days of the expense being incurred.</p>
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	Limited to \$25,000 or less.
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization. #6 - Allocation of funds must support our vision, mission, and guiding principles.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

Upload Date

Type

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.85

Delegation of Authority to Submit Fee-Based Applications for Construction Projects

WHEREAS, the Board of Education desires to streamline the procurement of goods and services for the Alameda Unified School District, and

WHEREAS, Construction Projects within the district require the submittal of various applications with required fees for phases of the project(s) in order to receive approvals or permits to proceed; and

WHEREAS, Construction Projects within the district operate on short timelines and delays may cause increased costs or impact access to the school site; and

WHEREAS, Education Code §35161 allows the governing board of any school district to delegate authority to an officer of the district powers or duties delegated to it by law, and

WHEREAS, Education Code §17604 provides that whenever state law invests the Board of Education with the power to enter into contracts on behalf of the District, the Board may, by a majority vote, delegate this power to the Superintendent or designees, and

WHEREAS, Board Policies 3312 (Contracts) and 3300 (Expenditures and Purchases) authorize the Superintendent or designees to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111(a); and

NOW, THEREFORE, BE IT RESOLVED, that for the fiscal year 2025-2026 the Alameda Unified School District Board of Education hereby delegates the authority contained in Public Contract Code §20111(a) and Education Code §17604 to the Senior Director of Construction for construction related applications; and

THEREFORE, BE IT FURTHER RESOLVED, that this delegation is limited to expenditures of less than \$25,000, with expenditures exceeding \$25,000 requiring the completion by the Assistant Superintendent of Business Services up the authorized threshold of \$114,800; and

THEREFORE, BE IT FURTHER RESOLVED, that contracts under this delegation of authority must be ratified by the Board of Education within sixty (60) days of incurring the expense, and contracts exceeding the \$114,800 threshold require Board approval prior to submittal and for execution.

PASSED AND ADOPTED by the following vote this 25th day of June, 2024:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

Gary K. Lym, President
Board of Education
Alameda Unified School District

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.86 Delegation of Authority to Purchase and Contract

Item Type: Consent

Background: Public Contract Code (PCC) Section 20111(a) requires school and community college district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000, adjusted for inflation, to the lowest responsible bidder. The State Superintendent of Public Instruction (SSPI) is required to annually adjust the \$50,000 amount specified in PCC Section 20111(a). As of January 1, 2025, this amount was increased from \$114,500.00 to \$114,800.00. School and community college district governing boards are required to competitively bid (less defined exceptions) and award any of the following contracts involving an expenditure of more than \$114,800.00:

- Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district,
- Non-specialized services that are not construction services.
- Repairs, including maintenance, as defined in Public Contract Code Section 20115, that are not public projects as defined in Public Contract Code Section 22002(c).

Public Contract Code Section 20111 additionally permits Child Nutrition Programs (CNP) to use the small purchase method to procure good or services equal to the federal small purchase threshold of \$250,000, with expenditures exceeding \$250,000 requiring the formal procurement method. Alameda Unified School District has adopted the California Uniform Public Construction Cost Accounting Act (CUPCCAA). CUPCCAA bid thresholds for construction services contracts for agencies, including school and community college districts. Assembly Bill 2192 ("AB 2192") was signed into law in 2024, which resulted in an increase to current bid thresholds under CUPCCAA, effective January 1, 2025:

- Public projects of \$75,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order without bidding;
- Public projects of \$220,000 or less may be awarded by informal bidding procedures; and
- Public projects of more than \$220,000 must be awarded by formal bidding procedures

The following employees are authorized by Resolution No. 2024-2025.86 as District agents who may execute contracts under these thresholds in fiscal year 2025-2026, requiring only Board of Education ratification, however all contracts above the PPC threshold of \$114,800 may be only executed and authorized by the Board of Education:

1. Superintendent
2. Assistant Superintendent of Business Services
3. Assistant Superintendent of Education Services
4. Assistant Superintendent of Human Resources
5. Purchasing/Accounting Manager(s) (Purchase Order)

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❏ Resolution No. 2024-2025.86	6/18/2025	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

June 24, 2025

Resolution No. 2024-2025.86

Delegation of Authority to Purchase and Contract

WHEREAS, Public Contract Code (PCC) Section 20111(a) requires school and community college district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000, adjusted for inflation, to the lowest responsible bidder. The State Superintendent of Public Instruction (SSPI) is required to annually adjust the \$50,000 amount specified in PCC Section 20111(a). As of January 1, 2025, this amount was increased from \$114,500.00 to \$114,800.00. School and community college district governing boards are required to competitively bid (less defined exceptions) and award most contracts involving an expenditure of more than \$114,800.00, and

WHEREAS, Public Contract Code Section 20111 additionally permits Child Nutrition Programs (CNP) to use the small purchase method to procure good or services equal to the federal small purchase threshold of \$250,000, with purchasing exceeding \$250,000 requiring the formal procurement method; and

WHEREAS, Alameda Unified School District has also adopted the California Uniform Public Construction Cost Accounting Act (CUPCCAA). CUPCCAA bid thresholds for construction services contracts for agencies, including school and community college districts. Assembly Bill 2192 ("AB 2192") was signed into law in 2024, which resulted in an increase to current bid thresholds under CUPCCAA, effective January 1, 2025:

- Public projects of \$75,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order without bidding;
- Public projects of \$220,000 or less may be awarded by informal bidding procedures; and
- Public projects of more than \$220,000 must be awarded by formal bidding procedure

WHEREAS, the Board of Education desires to streamline the procurement of goods and services for the Alameda Unified School District as delays in contracting and purchasing may cause increased cost and decreased services to the classroom, and

WHEREAS, Education Code §35161 allows the governing board of any school district to delegate authority to an officer of the district powers or duties delegated to it by law, and Education Code §17604 provides that whenever state law invests the Board of Education with the power to enter into contracts on behalf of the District, the Board may, by a majority vote, delegate this power to the Superintendent or designees, and

WHEREAS, Board Policies 3312 (Contracts) and 3300 (Expenditures and Purchases) authorize the Superintendent or designees to enter into contracts on behalf of the District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111(a).

NOW, THEREFORE, BE IT RESOLVED, that for the fiscal year 2025-2026 the Alameda Unified School District Board of Education hereby delegates the authority contained in Public Contract Code §20111(a) and Education Code §17604 to the Superintendent, Assistant Superintendent of Business Services, Assistant Superintendent of Education Services, Assistant Superintendent of Human Resources, and Purchasing/Accounting Manager(s); and

THEREFORE, BE IT FURTHER RESOLVED, that this delegation is limited to expenditures of less than \$114,800; and

THEREFORE, BE IT FURTHER RESOLVED, that contracts requiring the expenditure of between \$25,000 - \$114,800 approved under this delegation of authority must be ratified by the Board of Education within sixty (60) days of incurring the expense.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

Gary K. Lym, President
Board of Education
Alameda Unified School District

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2024-2025.88 Authorization for Superintendent and/or Assistant Superintendent, Human Resources to Extend Offers of Employment During the Summer Until August 12, 2025

Item Type: Consent

Background: In order for the District to continue functioning during the summer months, the Board delegates to the Superintendent and the Assistant Superintendent, Human Resources to hire personnel into budgeting positions.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution to Hire During Summer Months	6/18/2025	Cover Memo

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda California
Resolution

June 24, 2025

Resolution No. 2024-2025.88

**Resolution Authorizing Superintendent and Assistant Superintendent,
Human Resources to Extend Offers Of Employment During The Summer**

WHEREAS, as the business of the district needs to continue in the summer when the Board of Education is in recess; and

WHEREAS, the critical affairs of hiring need to continue during the months of June, July, and August; and

WHEREAS, the Board of Education will have approved the 2025-2026 budget with job descriptions and allocated positions;

NOW, THEREFORE BE IT RESOLVED, that the Board of Education of the Alameda Unified School District delegates the authority to hire personnel from June 24th – August 12th to the Superintendent and Assistant Superintendent, Human Resources of Alameda Unified School District.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Consideration of Naming the Alameda High School Scoreboard in Honor of Richard Bullock, Sr. (10 Mins/Action)

Item Type: Action

Background: The family of Richard Bullock, Sr., who was a longtime announcer for AHS football, softball, and women's basketball games, would like to name the scoreboard in the New Gym after him. The president of the AHS Athletic Boosters also supports this effort.

BP and AR 7310, "Naming of Facility," dictate the criteria for and steps involved in an AUSD facility:

Those steps include:

- Meeting with staff who use the facility
- Presenting the proposed name to the Board of Education
- Holding a 30-day public comment period on the proposed name
- A Board vote on the proposed name

At the May 27, 2024 Board of Education meeting, staff reviewed the proposal to name the scoreboard after Mr. Bulloch, the steps involved in naming a school facility, the feedback gathered so far, and logistics of installing memorial wording on a scoreboard.

Tonight, staff will review the criteria for naming a facility, detail steps taken to comply with Board Policy, and summarize public comment received on the proposal.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): \$1,500 for Ad Panel (AHS Athletic Boosters fund) and \$1,250 to cover installation hardware and installation time (AUSD).

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By:

Susan Davis, Sr. Manager, Community Affairs

ATTACHMENTS:

Description		Upload Date	Type
▣	AHS Scoreboard Presentation	6/18/2025	Presentation
▣	AUSD Board Policy 7310: Naming of Facility	5/20/2025	Backup Material
▣	Public Comment on Scoreboard Naming	6/18/2025	Backup Material
▣	AUSD Administrative Regulation 7310: Naming of Facility	5/20/2025	Backup Material

Consideration of Naming AHS Scoreboard in Honor of Richard Bullock, Sr.

Susan Davis,
Senior Manager, Community Affairs

June 24, 2025

Tonight's Presentation

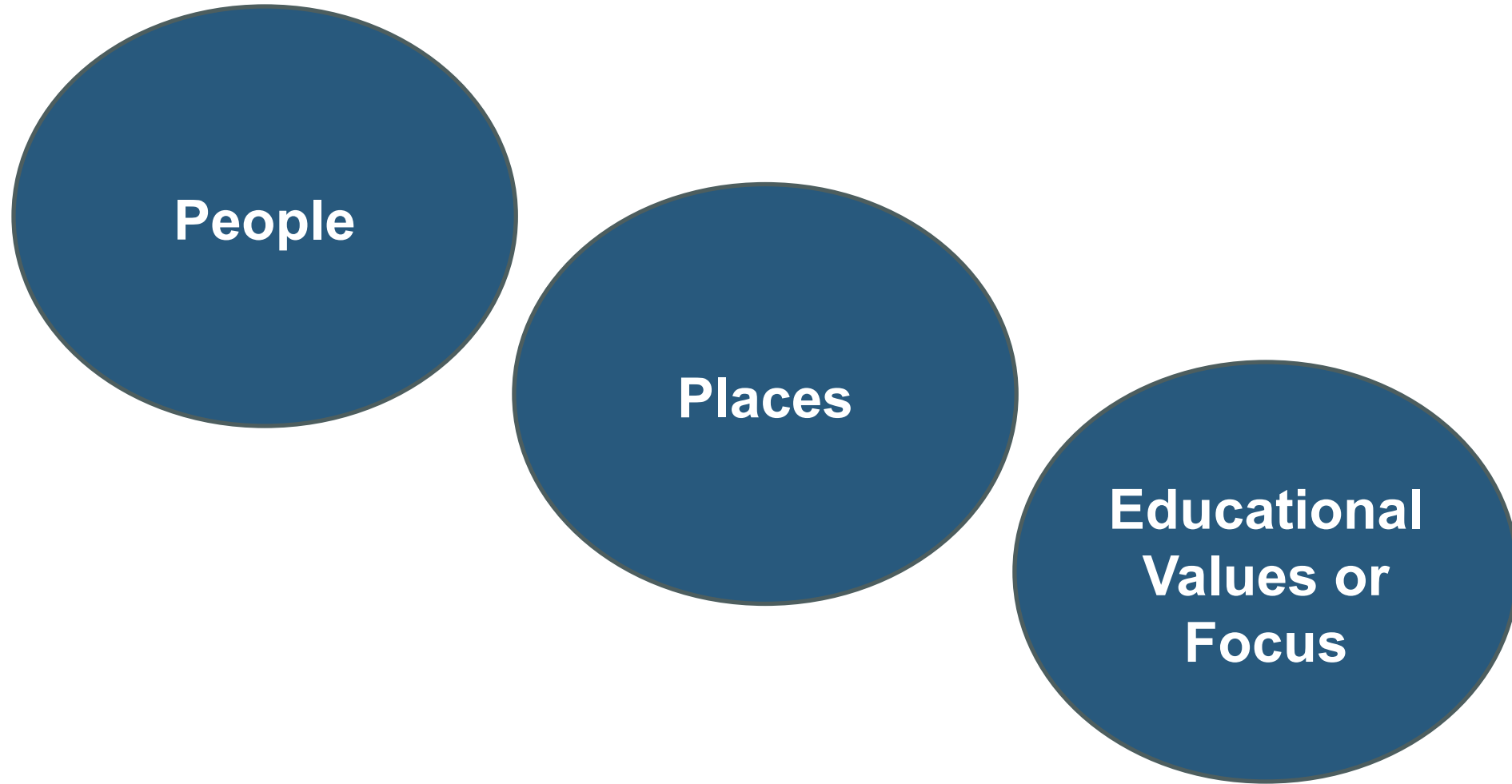
- **Review**
 - Background
 - Facility naming criteria
- **Present**
 - Design
 - Budget
- **Vote**

Background

Family of Richard Bullock, Sr. and Hornet Boosters have proposed that the AHS New Gym scoreboard be named after Richard Bullock, Sr.

- Alameda native, 1938-2022
- Lettered in baseball and basketball at AHS (Class of '56)
- Played ARPD basketball and men's softball
- Coached CYO basketball and Babe Ruth baseball
- President, Alameda High Athletic Boosters
- Longtime announcer for:
 - AHS women's basketball and softball
 - AHS football
 - Encinal when they needed an announcer
 - Alameda World Tournament Baseball
 - Alameda High School baseball games

Naming Criteria – BP & AR 7310



Naming Process – BP & AR 7310

Step 1: Meet with employees who regularly work in the facility to discuss proposed name

- May 3: Meeting held for AHS PE teachers, ADs, and coaches
- May 6: Survey sent

Step 2: Announcement of proposed name at a Board of Education meeting

- May 27: staff presentation

Step 3: Publicity of proposed name in District communications

- Board Agenda posting: May 21
- Website posting: May 28
- Social media: May 30; June 10
- Newsletter: June 10
- Local media:
 - Alameda Journal: June 10
 - Alameda Post: June 13



Naming Process – Public Comments

“He was a kind and gentle man who had a kind word for everyone. He was totally dedicated to his family and the youth of Alameda. I still miss his humor and friendship.”

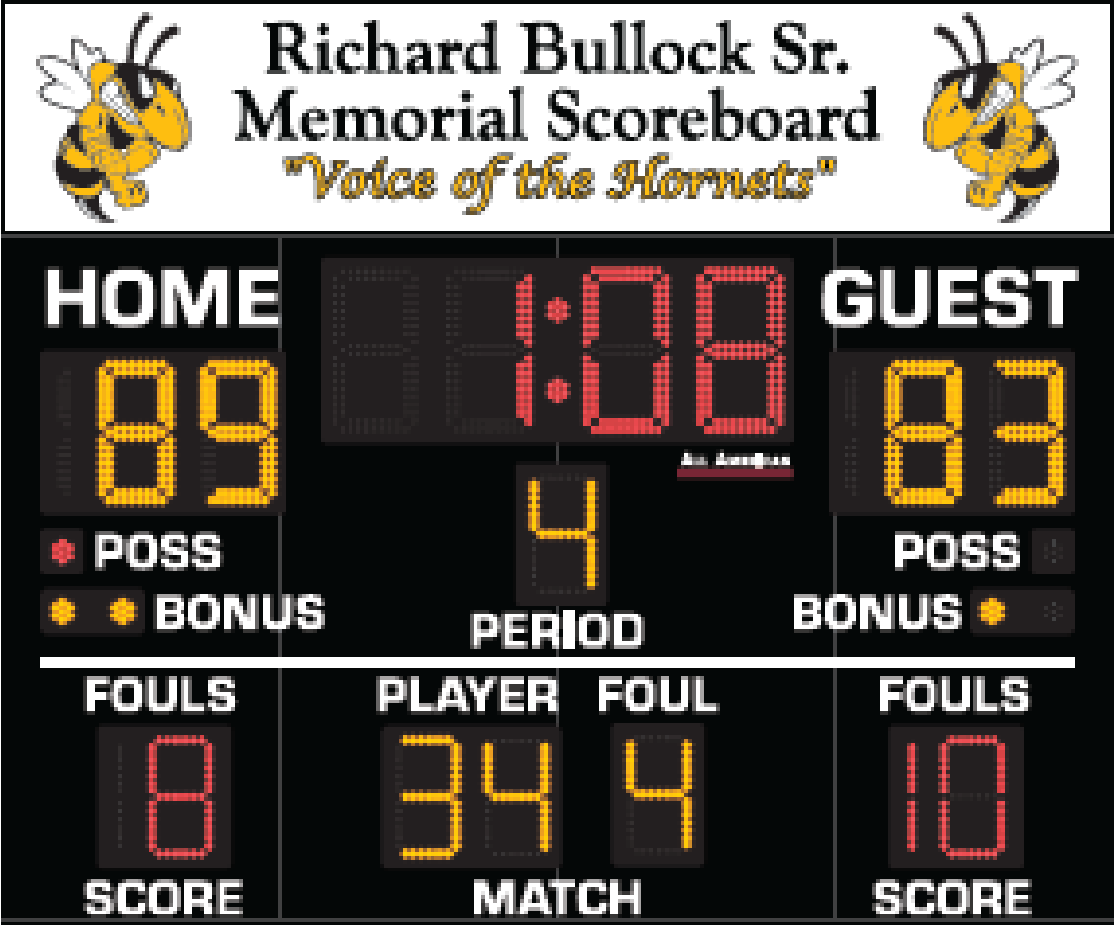
“Can't think of a nicer honor than naming the scoreboard after him.”

“I would love to walk in the Alameda High basketball gym, look up at Mr. Bullock’s memorial display on the scorecard...and take a moment to remember and reflect on all the Alameda sports youth that he positively influenced. Richard Bullock Sr made the Alameda youth stronger and better through his sports mentorship.”

“I saw over the years the positive influence that Richard Bullock had on the youth sports in Alameda. He spent countless hours volunteering his time. I honestly believe that youth sports in Alameda would not be what it is today without the influence of Richard Bullock.”

“If you played sports anywhere at any level in Alameda you would know and love Mr. Bullock – for literally 75 years he was an Alameda Sports Legend.”

Scoreboard Design



Budget

Item	Responsible Party	Amount
Ad panel	Richard Bullock Memorial Fund (Hornet Athletic Boosters)	\$1,500.00
Installation hardware <ul style="list-style-type: none">• Mounting flanges, side flanges, flange bolts, flange hex nuts	AUSD	\$150.00
Installation staff time <ul style="list-style-type: none">• AUSD carpenters	AUSD	\$1,100.00
TOTAL		\$2,750.00

Consideration of Naming AHS Scoreboard in Honor of Richard Bullock, Sr.

Board Discussion

Policy 7310: Naming Of Facility

Status: ADOPTED

Original Adopted Date: 03/13/2012 | **Last Revised Date:** 06/25/2019 | **Last Reviewed Date:** 06/25/2019

The Governing Board shall name district schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community
2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance
3. The geographic area in which the school or building is located
4. Any other entity the Board of Education deems worthy of recognition
5. An educational value or area of curricular concentration.

The Board encourages community participation in the process of selecting names. In the case of a school naming or re-naming, the principal shall convene a committee to review name suggestions and submit recommendations for the Board's consideration. However, it is the Board's sole prerogative to name or rename a district facility.

The renaming of existing schools or major facilities shall occur only after thorough study and community input.

Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.

Memorials

Upon request, the Board shall consider planting commemorative trees, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, gardens, or other district facilities, in memory of deceased students, staff members, community members, and benefactors of the district.

Naming Rights

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement which shall:

1. Specify the benefits to the district from entering into the agreement
 2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name
 3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect
 4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or district policy
 5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the district into disrepute
-

From: [John Zugnoni](#)
To: [Davis, Susan](#)
Subject: Rich Bullock, Jr. Memorial Scoreboard
Date: Wednesday, June 11, 2025 9:45:09 PM

You don't often get email from john@zugnoni.net. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Susan:

Absolutely in favor of proposal!

Which scoreboard is being considered, the one over the entrance or the one on the far wall, which one sees upon entering the gym? I would favor the scoreboard over the entrance, which contains more information and, I believe, is considered the "main" scoreboard.

John Zugnoni

Former Long-Time Next-Door Neighbor of Rich
Successor as Announcer for Women's and Men's Basketball

Email: john@zugnoni.net
Mobile: 510-326-3474

From: [Stefan Chrissanthos](#)
To: [Davis, Susan](#)
Subject: Richard Bullock Scoreboard
Date: Tuesday, June 3, 2025 11:13:06 AM

You don't often get email from schriss@ucr.edu. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

June 3, 2025

Susan Davis
Senior Manager of Community Affairs
Alameda Unified School District

Dear Susan,

My name is Steve Chrissanthos and I was born and raised in Alameda.

I played sports in the Alameda Park League (Franklin Park), Babe Ruth, and at Alameda High. Richard Bullock was a constant presence whether coaching or as the President of the Alameda Athletic Supporters.

When I played basketball at Alameda (1980-1983) he was always at our games cheering us on whether he was in the stands or working, usually at the snack bar.

His efforts behind the scenes with the Boosters made it easy for us to simply go out and play and have fun.

Obviously my story is not unique.

He has been a part of the Alameda sports' scene since the 50's and if you played sports anywhere at any level in Alameda you would know and love Mr. Bullock- for literally 75 years he was an Alameda Sports Legend.

So that his name and efforts will never be forgotten I hope the School Board decides to honor Mr. Bullock by naming the new scoreboard at Thompson Field after him.

Thank you.

Stefan Chrissanthos
Department of History
University of California at Riverside
stefan.chrissanthos@ucr.edu

From: Grace Crvarich
To: Davis, Susan
Subject: Naming of scoreboard
Date: Tuesday, June 3, 2025 8:46:30 AM

[You don't often get email from mgzacrv@comcast.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Susan,

My name is Mark Crvarich. I am currently a resident of Mission Viejo in Southern California. I raised twins in Alameda, they are now 25. Both played youth sports in Alameda and I coached in AYB, Little League and Alameda Babe Ruth.

I also served on the AGSA board. I saw over the years the positive influence that Richard Bullock had on the youth sports in Alameda. He spent countless hours volunteering his time. I honestly believe that youth sports in Alameda would not be what it is today without the influence of Richard Bullock. I think it is a no brainer to name the AHS scoreboard after him. Thank you and have a great day.

Mark Crvarich
Sent from my iPhone

From: [Amanda Hernandez](#)
To: [Davis, Susan](#)
Subject: AHS Scoreboard Naming
Date: Tuesday, June 10, 2025 3:32:00 PM

You don't often get email from mandy86@pacbell.net. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Susan,

Wow - Mr. Bullock sounds like a fantastic person to memorialize by naming the scoreboard in his honor. It sounds like he made significant contributions to the sports community here in Alameda. I support this.

Thank you,
Amanda Hernandez

From: [Bill Dal Porto](#)
To: [Davis, Susan](#)
Subject: Rich Bullock Sr.
Date: Saturday, June 14, 2025 6:03:58 PM

You don't often get email from dalportobill@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Susan,

I have been heavily involved in youth sports in Alameda for almost 50 years. Rich Bullock Sr. is a legend in Alameda. He coached youth baseball in our Alameda Babe Ruth program and youth basketball for CYO many years. He announced several different times when Alameda World Tournament Baseball hosted a week-long international baseball tournament at the College of Alameda, he announced Alameda High School baseball games at Dick Bartell Field, and he announced a huge number of Alameda High School basketball games. He particularly liked announcing the girls games. I didn't know he announced football games as well, but I'm not surprised. He was also a past president of the AHS Athletic Boosters

He was a kind and gentle man who had a kind word for everyone. He was totally dedicated to his family and the youth of Alameda. I still miss his humor and friendship.

I wholeheartedly support Alameda High School naming the scoreboard in its gymnasium for Rich Bullock Sr.

Bill Dal Porto
208 Brighton Court
Alameda, CA 94502

From: bdog132001@aol.com
To: [Davis, Susan](#)
Subject: Rich Bullock
Date: Friday, June 13, 2025 1:00:11 PM

You don't often get email from bdog132001@aol.com. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Susan,

I coached Rich's daughter Lea in Track & Field at AHS. Rich was one of my biggest supporters. Helped drive kids to meets and would slip me some cash once and a while. I guess he knew from his coaching experience that fund raising isn't so easy. I also enjoyed going to basketball games and having him be the announcer, he was a real pro! Can't think of a nicer honor than naming the scoreboard after him. I pray it happens. He was a great man!

Thanks for heading this up!

Brian Lodge
Head Track & Field and Cross Country coach 1990 to 2007

From: [Mike Yep](#)
To: [Mike Yep](#)
Subject: Advocacy for Richard Bullock Sr Memorial Display
Date: Wednesday, June 4, 2025 12:49:59 PM

You don't often get email from mikeyep@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

All,

#1 thank you for all you do with your School Board efforts.

I am writing to show my support for Andrea Long's wonderful idea to honor Richard Bullock Sr, with a 'memorial display' on the Alameda High basketball gym scoreboard. What a great tribute!

As an Alameda High Booster that made a donation to honor Mr Bullock's legacy, I believe this would be a very purposeful and 'meaningful' use of the collective \$5,000 funds. This honor would mean a lot to not only the Bullock family, but the entire Island community to pay 'long lasting' tribute to a man who gave so much to Alameda youth sports.

Growing up in Alameda, my boys played youth sports on teams with some of your children. Whether Alameda Youth Basketball, ASC Soccer or Alameda High Basketball, their sports participation provided valuable experiences with exercise, collaboration towards a team goal, resiliency, competition and sportsmanship.

I'm grateful that my relatives (niece Cory and son Sam) crossed paths with Mr Bullock's youth sports influence through softball mentorship and fan support and school basketball game announcing.

Thank You for listening to my advocacy as an Alameda sports community member and for your consideration of honoring the impactful Richard Bullock, Sr with a meaningful and long lasting tribute.

I would love to walk in the Alameda High basketball gym, look up at Mr Bullock's memorial display on the scorecard...and take a moment to remember and reflect on all the Alameda sports youth that he positively influenced. Richard Bullock Sr made the Alameda youth stronger and better through his sports mentorship.

Gratefully,

Mike Yep

-Dad of Alameda sports youth Matthew, Sam and Jackson. Uncle of softball player Cory Labov

Andrea Long, current president of the

AHS Athletic Boosters, revealed that when Bullock passed, his family asked people to donate to the Boosters. Long created a special fund and sought to use the \$5,000 received in donations to “do something important...more meaningful, impactful, and long-lasting.” In an effort to honor the “Voice of the Hornets,” Long came up with the idea to name the scoreboard after Bullock.

Possible designs include a decorative truss or ad panel to be installed on the scoreboard with the words “Voice of the Hornets” and “In Memory of Richard Bullock, Sr.” The donations will fund the display, with the exception of AUSD staff time and, potentially, the cost of installation materials.

Regulation 7310: Naming Of Facility**Status:** ADOPTED**Original Adopted Date:** 12/09/1997 | **Last Revised Date:** 06/25/2019 | **Last Reviewed Date:** 06/25/2019**Definitions**

"School" shall refer to an AUSD school site.

"Facility" shall refer to other AUSD buildings, grounds, parking lots, playing fields, and fixed equipment, as well as any part of a school or district building or any other defined space within any district facility.

Criteria for School/Facility Names

Schools/facilities in the district may be named or renamed for:

- Local geographic features
- Persons who have made significant contributions to the lives of citizens in this city, state, or nation
- Areas of curricular concentration or special concepts or approaches to education, as long as the concepts or approaches are coherent with contemporary AUSD or Alameda community values
- Naming New Schools/Facilities

In naming new schools/facilities, the following steps shall be followed:

1. The Board of Education shall request suggestions from the public through an announcement at a regular Board meeting and in regular district communications.
2. In the case of a school, the principal/designee of the school shall convene a naming committee composed of representatives of the new school's community, students, and parents/guardians and members of the staff.
3. The advisory committee will consider all names submitted and will present three possible names (in order of preference) to the Board through the Superintendent.
4. The Board will consider the recommendation of the committee in selecting the name. The name(s) proposed will be announced at a public meeting before the meeting at which the Board of Education is asked to consider, discuss, and vote on potential approval of the name.

Naming an Unnamed Facility

If the Board of Education desires to name a currently unnamed facility (or part thereof), it may do so as long as the name fits the criteria set forth in BP 7310 and the Board completes the following steps:

1. District staff shall hold one meeting with employees who regularly work in the facility to discuss the proposed name.
2. The Board will publicly announce the proposed name at a Board of Education meeting one month prior to the date the Board will discuss and vote on the proposed name.
3. During that one-month period, the District shall use standard District communications (including newsletters, the website, and social media) to publicize the proposed name and inform the public of the manner by which it can comment.
4. A budget for the re-naming will be included with the agenda materials for the meeting at which the Board will take action.

Renaming Schools/Facilities

1. Review of Existing Names

The decision to review

A review of an existing school or facility name may occur if one of the following occur:

- a. A petition requesting a review is signed by one-quarter of students officially enrolled in the school; or

- b. A petition requesting review is signed by parents or guardians of at least one-quarter of students officially enrolled in the school; or
- c. A petition requesting that a review be conducted is signed by at least 50 percent of the school's employees (including part-time employees); or
- d. The Board directs that a review be conducted; or
- e. The Superintendent decides that a review is needed.

The review process:

If a petition is received or the Board or Superintendent decides that a review is needed, the Superintendent or designee shall conduct a review of whether the name of a school or district facility is appropriate.

- i. If a school or district facility is named after an individual, that review shall examine whether the individual, on the whole, has made outstanding contributions to the community or made contributions of state, national, or worldwide significance in light of the Alameda community's values and contemporary view on history.
- ii. If a school or district facility is named after a geographic area, the review shall examine whether the name has become outdated given changes in the geographic area.
- iii. If a school or district facility is named after an area of curricular concentration or educational value, the review shall examine whether that concentration or value is still relevant to the school and/or appropriate for the Alameda community.

Meetings about the review

As part of any review of the name of a school or a district facility, the review shall include at least one meeting with students during normal school hours, at least one meeting with school employees invited to attend, and at least one meeting with the families of students enrolled in the school invited to attend. There shall also be one open meeting scheduled for all interested to attend.

Notice of such meetings will be provided at least two weeks in advance using standard District communications (including newsletters, the website, and social media).

In the case of non-school facilities where students do not attend, the review shall include at least one meeting with employees who regularly work in that facility invited to attend.

Recommendation to consider name change

Based on the review conducted by the Superintendent or designee, as well as any additional information or input that the Superintendent or designee deems appropriate and necessary, the Superintendent shall recommend to the Board that it vote to discontinue the use of the name and proceed with the renaming process.

In the event that the Board decides to consider discontinuing the use of the name of a school or district facility, the existing name shall continue in use until the Board determines a new name pursuant to the process established below.

Simultaneous reviews

If the review of an existing name (or the naming process for an unnamed facility or school) is underway, the Superintendent will not act on another petition for review of a school or facility until:

1. any preceding naming process has been completed;
2. the Superintendent has reviewed the effectiveness and implications of the procedures detailed in the regulations; and
3. a proposal to revise or let stand the relevant policy and regulations are included as part of a report to the

Board of Education.

4. School Renaming Committee

If the superintendent or designee deems a school name review necessary, the principal shall convene a school renaming committee. That committee shall be composed of representatives from the school's certificated and non-certificated staff, students, parents/guardians, alumni groups, and school community (such as members of business or neighborhood organizations and civic officials).

5. Renaming Community Meetings

Once formed, that committee shall convene at least three community meetings.

1. The purpose of the first meeting will be to alert the community that a naming process has begun.
2. The purpose of the second meeting will be to solicit potential names.
3. The purpose of the third meeting will be to receive feedback on the potential names the committee is considering.

Notice of such meetings will be provided at least two weeks in advance using standard District communications (including newsletters, the website, and social media).

4. Community Survey

The committee will provide a minimum of 2 names and a maximum of 5 names and conduct a survey of the school community.

5. Representative Response

Efforts must be made by the committee to ensure that the survey is distributed to all current members of the school's staff and student body and to all official school support groups. The committee shall maintain documentation of efforts taken to reach a substantial number of the school's parents/guardians, staff, alumni of recent years (no fewer than four years if possible), and neighbors of the school.

For secondary schools, the Committee shall also include documented efforts to solicit input from students, staff, and community representatives from all feeder schools.

6. Submission to the Superintendent

If the majority of the school community votes to approve the new name, the advisory committee will vote to submit it to the Superintendent. At least three-fourths of all of the advisory committee members must vote to recommend the name in order to submit it to the Superintendent.

Submission to the Superintendent shall occur within six months in which schools are in session of the creation of the advisory committee.

Should no such recommendations be submitted by the advisory committee, the Superintendent shall bring forward a recommendation upon which the school community can vote.

7. Submission to the Board of Education

If the superintendent approves the name, s/he will submit it to the Board of Education for final approval. The Board will vote on the new name after a 60 day public comment period. During that 60 day period, the District shall publicize the proposed name and how the public can comment through standard District communications (including newsletters, the website, and social media).

8. Standards and Implementation of New Signage

When name recommendations for a school or District facility are brought to the Board, the Superintendent or designee shall, based on the District's approved standards for exterior signage, provide information regarding the location, cost, and construction timeline for designing and erecting of the new signage.

9. Use of New Name

The school may begin using the new name effective July 1.

10. No Change/10 Years

Once a new name is approved, it shall not be changed for at least 10 years, unless the name ceases to adhere to renaming criteria.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Presentation of 2024-2025 Local Indicators (15 Mins/Information)
Item Type:	Information
Background:	<p>California's Accountability System is based on multiple measures that assess how Local Educational Agencies (LEAs) and schools are meeting the needs of their students. Performance on these measures is reported on the California School Dashboard (Dashboard). For Local Control Funding Formula (LCFF) priorities where data is not collected at the state level, an LEA will measure and report its progress through the Dashboard based on locally collected data called Local Indicators.</p> <p>This item will include a presentation of the Local Indicators as required by Education Code during the same meeting as the LCAP adoption. The Local Indicators are subsequently submitted to the state in the fall of the following year for publication via the Dashboard.</p>
AUSD LCAP Goals:	1. Eliminate barriers to student success and maximize learning time. 2a. Support all students in becoming college and career ready. 2b. Support all English Learners (ELs) in becoming college and career ready. 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success. 4. Ensure that all students have access to basic services.
Fund Codes:	
Fiscal Analysis	
Amount (Savings) (Cost):	N/A
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success. #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. #4 - Parental involvement and community engagement are integral to student success. #5 - Accountability, transparency, and trust are necessary at all levels of the organization.
Submitted By:	Lindsey Jenkins-Stark, Sr. Manager of Research, Data, and Assessment

ATTACHMENTS:

	Description	Upload Date	Type
▣	Presentation: 2024-25_Local Indicators_6.24.25	6/23/2025	Presentation
▣	Local Indicators Report_6.24.25	6/18/2025	Backup Material

2024-25 Local Indicators California Healthy Kids & Family Relationships and Trust Surveys

Lindsey Jenkins-Stark
Senior Manager of Data, Assessment, and Research

June 24, 2025

Outcomes

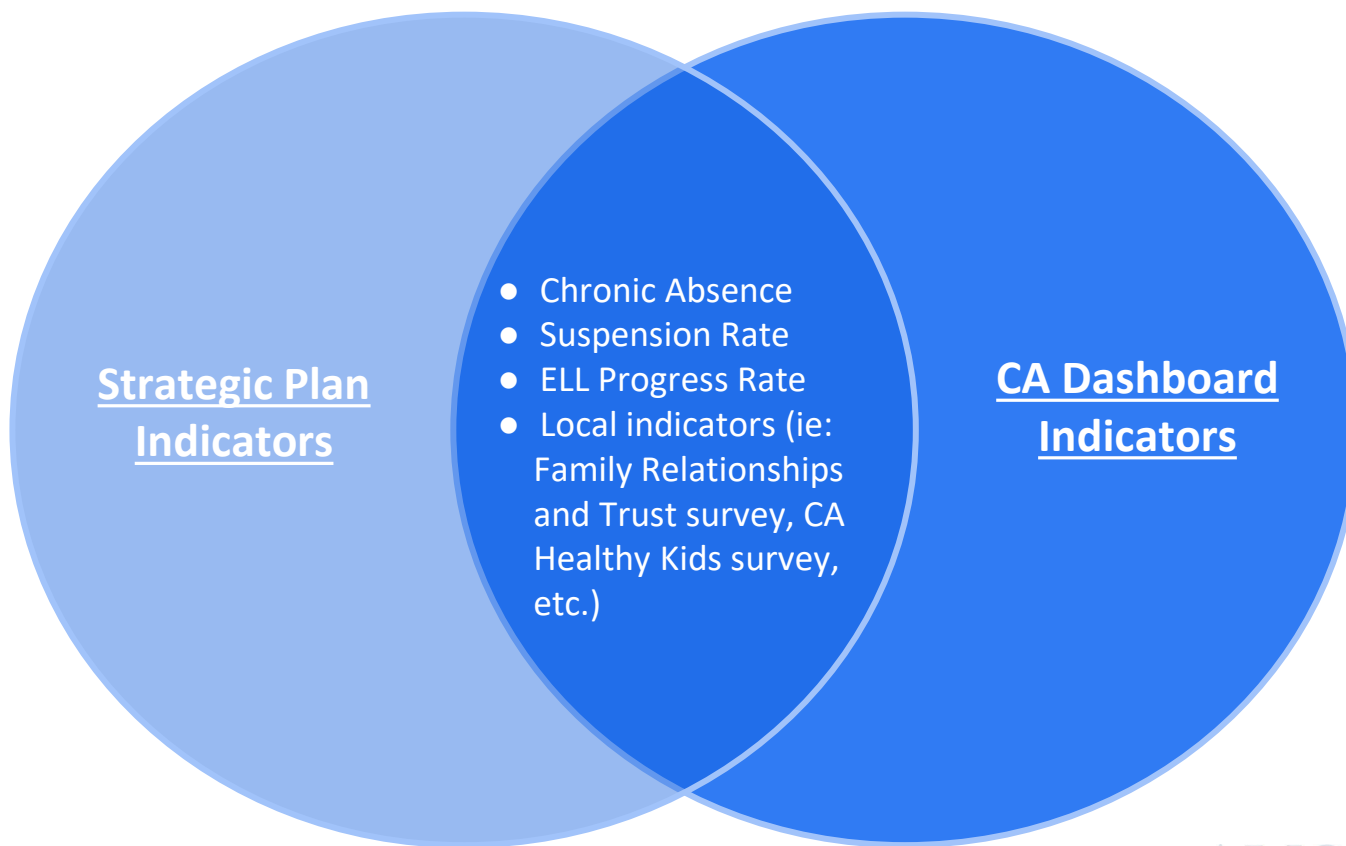
- Report the annual local indicator results which meet the requirements of the corresponding Local Control Funding Formula priorities.
- Highlight the results of two of the indicators: the California Healthy Kids Survey and the Family Relationships and Trust Survey.

Local Indicators Background

The Local Control Funding Formula (LCFF) created an accountability system that utilizes multiple measures to inform educators, parents, and the public of student achievement and to continuously improve our district's Local Control and Accountability Plan (LCAP).



Relationship of Strategic Plan Indicators and CA Dashboard Indicators



Indicators by Priority Areas

The following table shows each priority area and its corresponding state and/or local indicator:

Priority Area	State Indicator	Local Indicator
Basic Services or Basic Conditions at schools (Priority 1)	Not Applicable (NA)	Basic Conditions at School
Implementation of State Academic Standards (Priority 2)	NA	Implementation of State Academic Standards
Parental Engagement (Priority 3)	NA	Parent Engagement
Student Achievement (Priority 4)	Academic Indicator English Learner Indicator	NA
Student Engagement (Priority 5)	Chronic Absence Indicator Graduation Rate Indicator	NA
School Climate (Priority 6)	Suspension Rate Indicator	Local Climate Survey
Access to a Broad Course of Study (Priority 7)	College/Career Indicator	Access to a Broad Course of Study
Outcomes in a Broad Course of Study (Priority 8)	College/Career Indicator	NA
Coordination of Services for Expelled Students (Priority 9)	NA	Coordination of Services for Expelled Students**
Coordination of Services for Foster Youth (Priority 10)	NA	Coordination of Services for Foster Youth**

** County offices of education only

Local Indicators Standards & Timeline

The State Board of Education adopted performance standards for local indicators require an LEA to:

December - April

Annually measure, gather, and analyze data to evaluate the Local Education Agency's (LEA) implementation of each of the local indicators

By July 1

Report the Local Indicator results to the local governing board or body of the LEA at the same public meeting in which the LCAP and LEA's budget is adopted

Mid August - September

The LEA's dashboard Coordinator reports the Local Indicators results to the CA Dashboard. The Dashboard results are released to the public in December/January

Since the release of the CA Dashboard in 2017 AUSD has "Met the Standard"

Alameda Unified Local Indicators

Standard	Local Data	Most Recent Results
Priority 1: Basic Conditions at School	Percentage of teachers fully credentialed and highly qualified	2022-23: 91.4%
	Mis-assignments of Teachers including teachers of ELs and vacant positions	2022-23: 6.4%
	Percentage of teachers appropriately assigned	2022-23: 95.4%
	Percentage of teachers qualified to teach ELs	2022-23: 100%
	Percent of students without access to their own copies of Standards-Aligned Instructional Materials	2023-24: 0%
	Instances where facilities do not meet the good repair standard	2023-24: 0%

Alameda Unified Local Indicators, *cont...*

Standard	Local Data	Most Recent Results
Priority 2: Implementation of State Academic Standards	ELA & Math SBAC Results	2023-24: ELA +34.52, Math +7.38
	High School Graduation Rate	2023-24: 91.2%
	CA Standards Aligned Professional Development	2024-25: 100%
	CA Standards Aligned Classroom Tasks	2024-25: 100% of schools conducting walkthroughs
	English Learner Reclassification Rate for all ELs and LTELs	2023-24: All EL: 17% LTEL: 23%
	Percent of non LTEL English Learners who are at risk of becoming LTELs	2023-24: All: 4.6%
	ELs accessing CCSS in a setting with English-Only Peers	2024-25: 100%
	Percentage of ELs receiving designated ELD instruction with fidelity to district model and aligned to ELD standards	2024-25: 100%

Alameda Unified Local Indicators, *cont...*

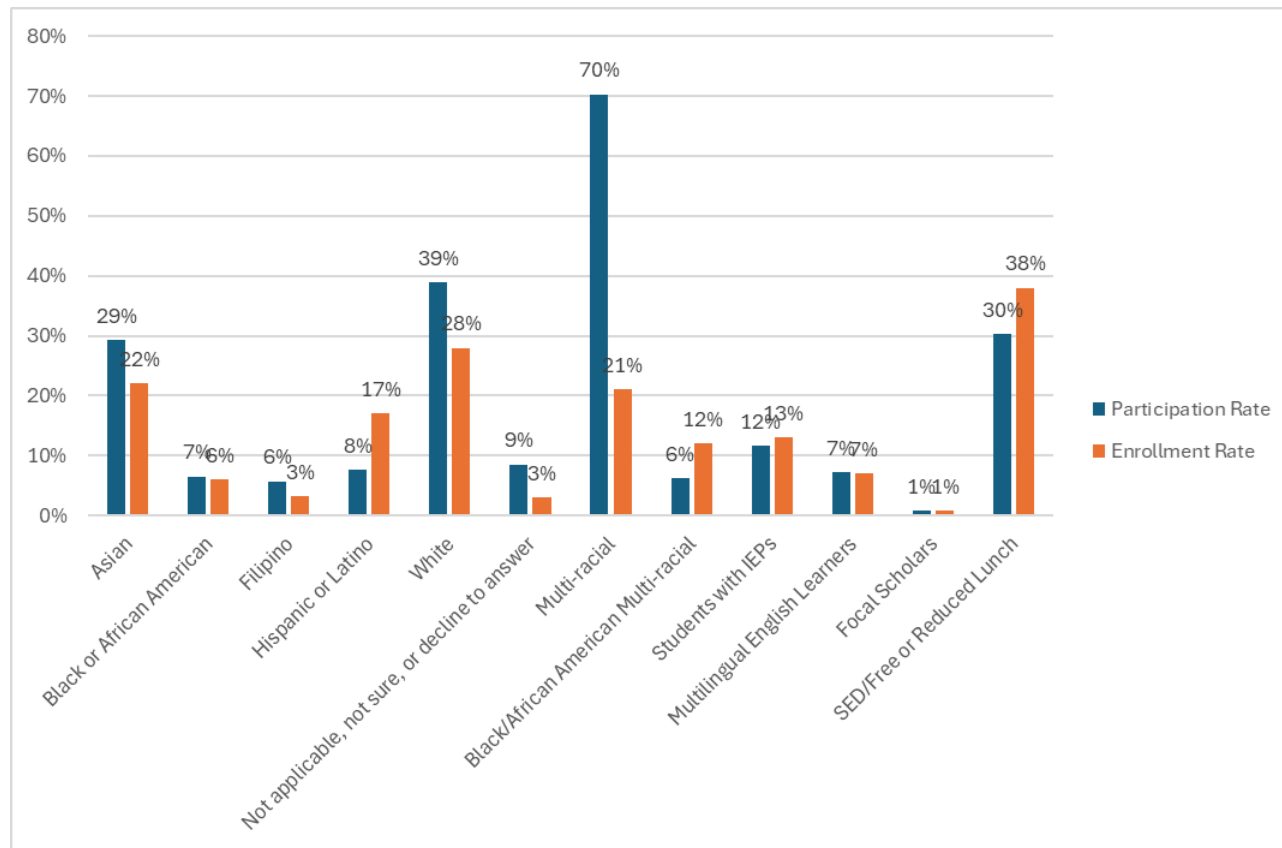
Performance Standard	Local Data	Most Recent Results
Priority 3: Parent Engagement	Family Relationships and Trust Survey	2024-25: 91.6%, Publicly Reported 6/27
Priority 6: Local Climate Survey	CHKS Survey Results on selected questions	2023-24: by question or question group, see publicly available reports
Priority 7: Access to a Broad Course of Study Priority	AP Enrollment	2023-24: 52.4%
	Graduating Seniors Meeting UC A-G Requirements	2022-23: All 70.6%
	Percentage of 12th grade students completing Career Technical Education (CTE) Pathway	2023-24: 30.8%
	Percentage of High School Students Enrolled in CTE Pathway Coursework	2023-24: 34.8%
	Percentage of 12th grade students completing Career Technical Education (CTE) Pathways AND UC A-G Requirements	2023-24: 24.1.%
	Early Assessment Program (EAP): Percentage of 11th grade students demonstrating college readiness in Math on EAP	2023-24: 48%
	Early Assessment Program (EAP): Percentage of 11th grade students demonstrating college readiness in ELA on EAP	2023-24: 73%

2025 Family Relationships and Trust Survey Background

- In 2021, AUSD received feedback from families that staff should focus on building stronger relationships and trust with families (CCEIS, LCAP engagements).
- Previously, our district has administered the California School Parent Survey (CSPS) which is a longer survey, and asks questions about many different aspects of families' experiences.
- The Family Relationships and Trust Survey is a tool to gather more specific information about relationships and trust and allows the district to track progress on families' perceptions of their relationship with the school community and therefore across the district. It is based on the [Family Engagement and Trust Survey](#) which was validated by the University of San Diego.
- In addition to being a validated survey, the questions were reviewed by a group of staff and parents to ensure relevancy in our community.
- Fourth year of the survey
- All items are scored on a scale of 1 (*Strongly Disagree*) to 5 (*Strongly Agree*).



2025 Family Relationships and Trust Survey Participation



41% Elementary



58% Secondary



2563 total
respondents

Results by Race/Ethnicity

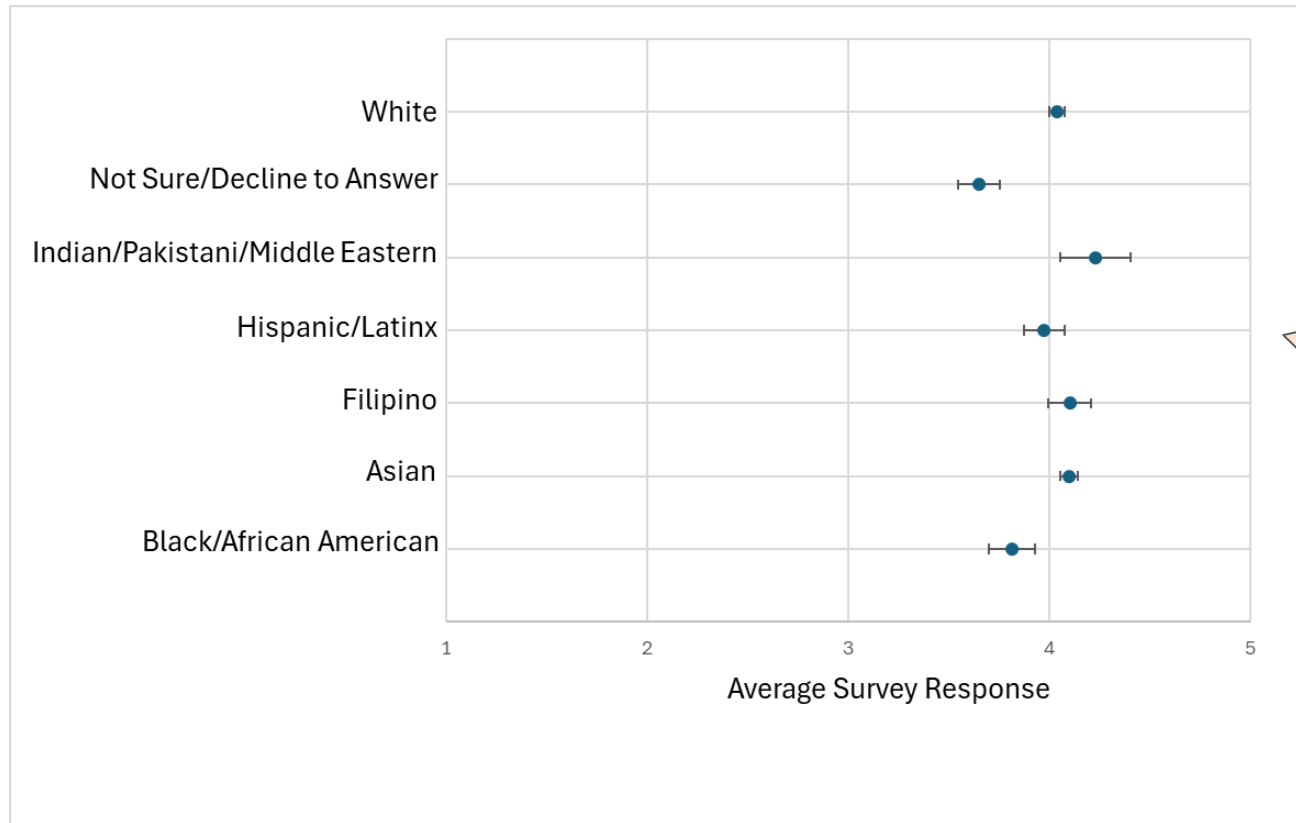
	N Size <11 not reported for confidentiality	Average Item Response 2025	Percent of Respondents Above 3 2025	Average Item Response 2024	Percent of Respondents Above 3 2024
Asian	751	4.1	96.0%	4.1	93.6%
Black or African American	167	3.8	86.2%	3.9	89.9%
Filipino	147	4.1	93.9%	4.0	94.8%
Hispanic or Latino	196	4.0	87.8%	4.1	92.9%
Indian/Pakistani/Middle Eastern	62	4.2	95.2%	4.2	92.3%
Decline to answer	219	3.7	74.4%	3.6	78.8%
White	997	4.0	93.4%	4.0	90.7%
Multi-Racial	1801	4.0	91.2%	4.0	90.4%
Black & Multi Racial	161	3.8	85.1%	3.9	91.1%
All families	2563	4	91.6%	4.1	96.0%

Results by Additional Focal Groups

	N Size <11 not reported for confidentiality	Average Item Response 2025	Percent of Respondents Above 3 2025	Average Item Response 2024	Percent of Respondents Above 3 2024
Free or reduced lunch	775	4.1	93.9%	4.1	93.2%
Special Education	299	4.0	90.3%	4.0	87.6%
Primary language at home is not English*	185	4.1	93.0%	4.2	96.8%
CCEIS Focal Scholars	23	4.5	100%	N size <11	N size <11
LGBTQ+	150	3.8	88.9%	3.8	85.4%
Gender Identity Non-Binary	54	3.9	86.8%	3.9	93.2%
All families	2563	4	91.6%	4.0	90.7%

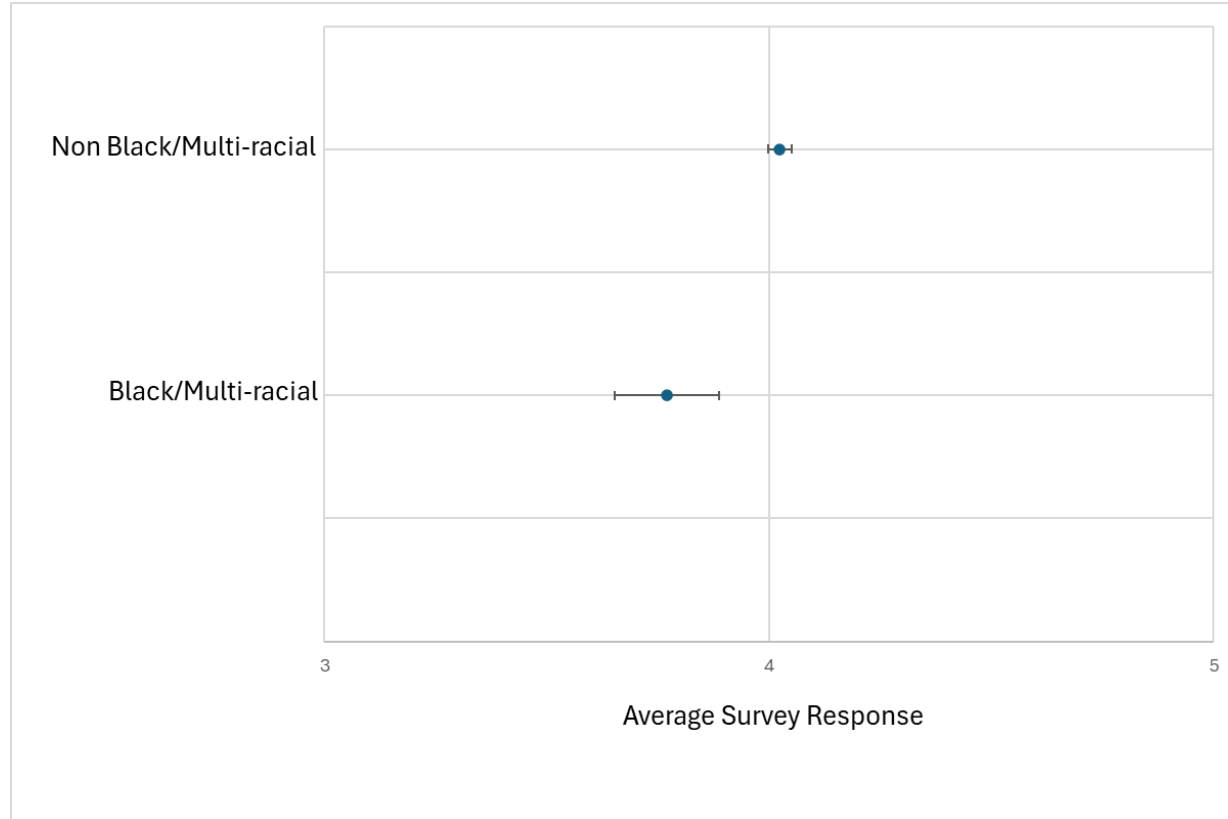
*Calculated using primary home language not English

2025 Average Survey Response by Ethnicity/Race



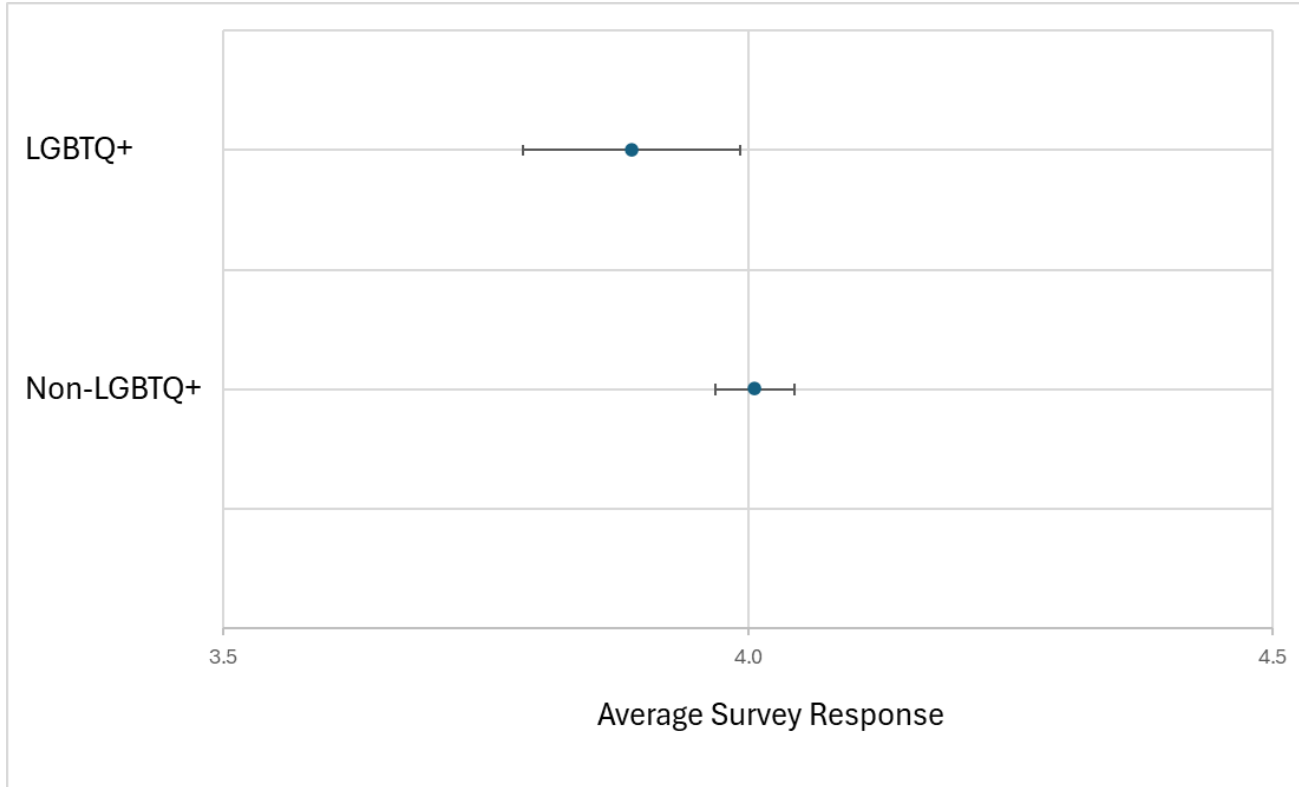
There are some statistically significant differences in families average survey response by race/ethnicity, particularly for families of Black/African American students and those who declined to answer

2025 Results for Families of Black/African American Students



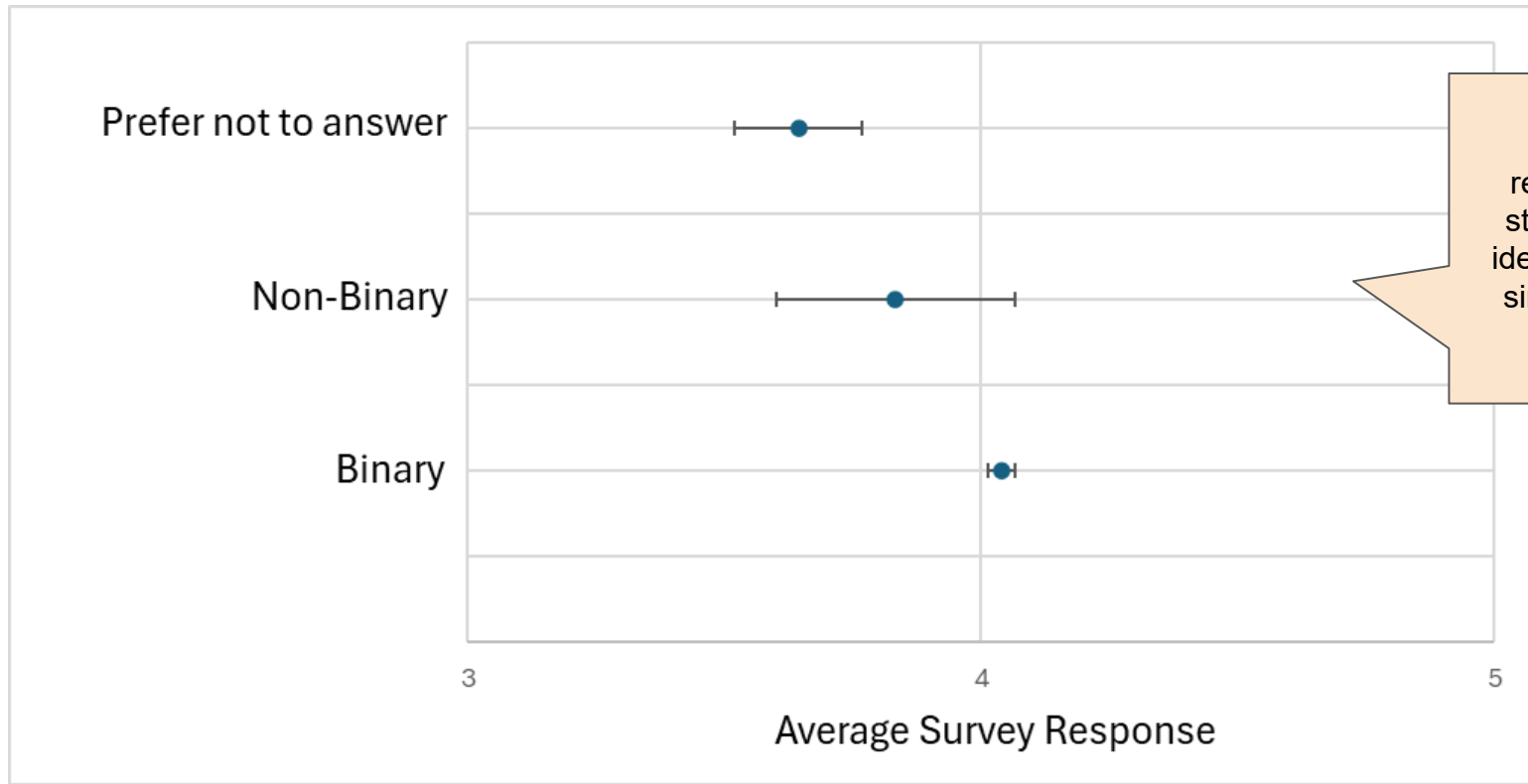
The average survey response for families whose students are Black or multi-racial Black was slightly lower than the average survey response of other families

2025 Results for Families of LGBTQ+ Students



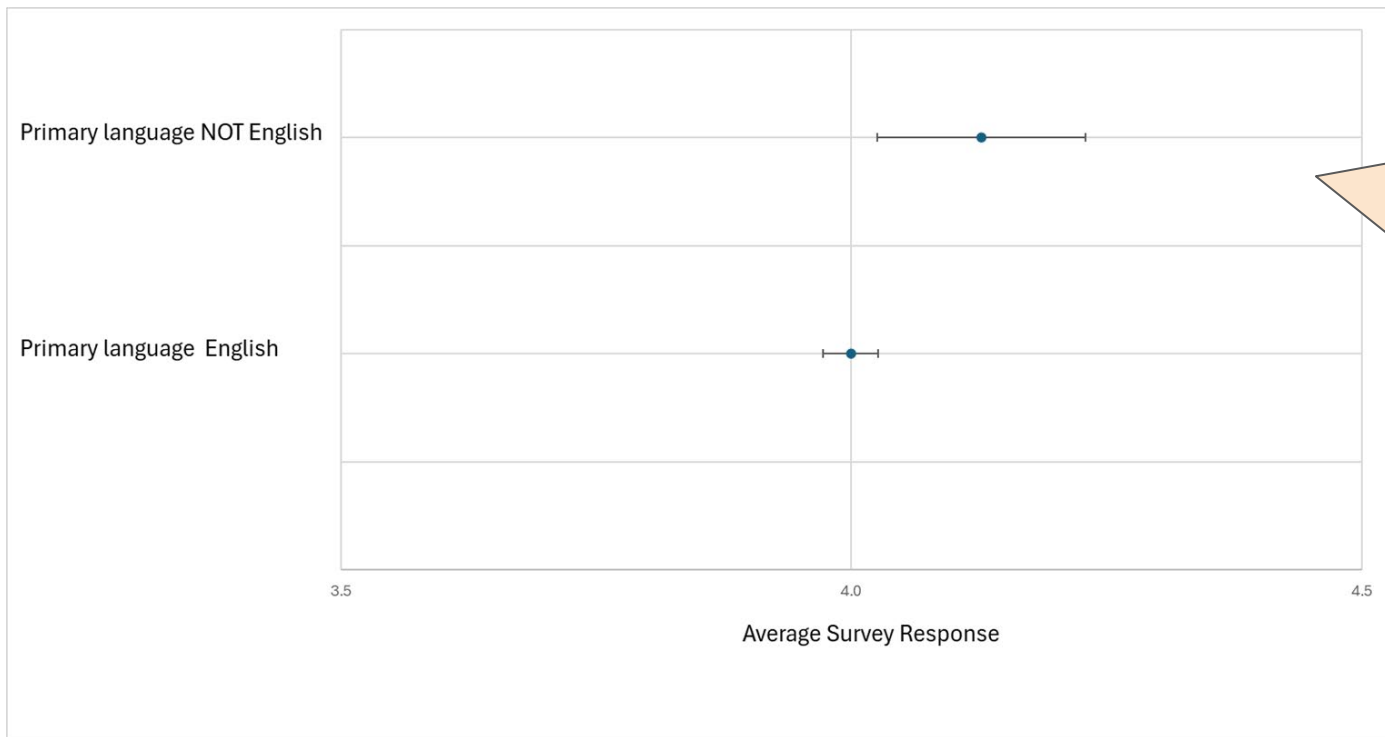
The average survey response of families of students who are LGBTQ+ was similar to the families of non-LGBTQ+ students.

2025 Results for Families by Student's Gender Identity



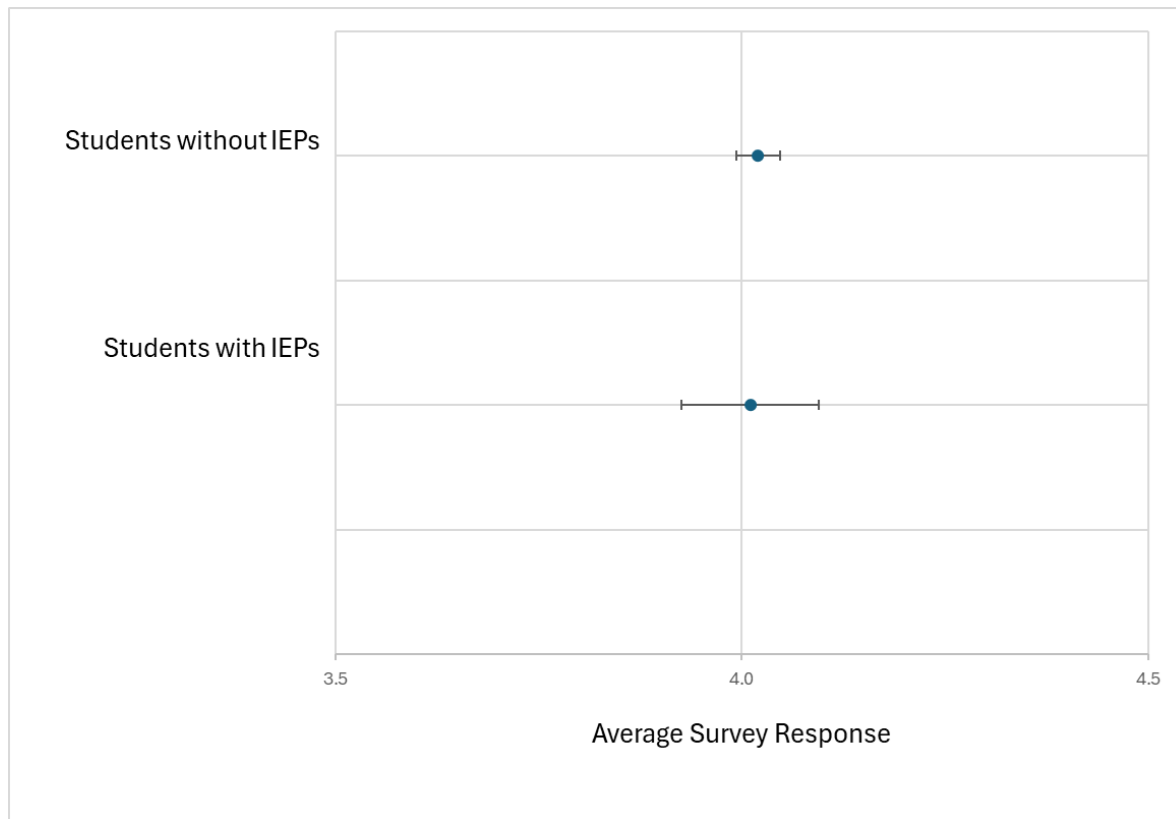
The average survey response of families of students whose gender identity is non-binary was similar to the families of binary students.

2025 Results for Non-English Primary Language Families



Families for whom English is not the primary language at home responded slightly higher on average compared to families who primarily speak English at home.

2025 Results for Students with IEPs



The average survey response of families of students who have an IEP was similar to the families of students who do not have an IEP

Response Average and Distribution by Item

Item	Average Item Response 2025	Percent “Agree” or “Strongly Agree” 2025	Average Item Response 2024	Percent “Agree” or “Strongly Agree” 2024
Teachers and administrators at this school believe that I am doing my best to help my child learn.*	4.1	78.6%	4.1	79%
I believe that staff at this school feel good about my support for their work.	4.0	75.5%	3.9	72.4%
Staff at this school really care about this local community.*	4.1	83.2%	4.1	80.2%
I believe that I do a good job of supporting the teachers at this school.	4.0	79.0%	4.0	78%
At this school, teachers and families think of each other as partners in educating children.	4.0	77.8%	3.9	77.3%
I have full confidence in the teachers and administrators at this school.	3.9	76.5%	3.9	76.6%

* These questions were identified as areas of strength/opportunities during the 2024 administration

Response Average and Distribution by Item, *cont...*

Item	Average Item Response 2025	Percent “Agree” or “Strongly Agree” 2025	Average Item Response 2024	Percent “Agree” or “Strongly Agree” 2024
Staff at this school work hard to build a trusting relationship with parents.*	3.9	72.9%	3.8	72.9%
Teachers and administrators at this school believe that talking with parents helps them understand their students better.*	3.9	71.6%	3.8	70.8%
I feel respected by teachers and administrators at this school.*	4.1	74.4%	4.0	79%
I feel my cultural beliefs and practices are respected by teachers and administrators at this school.*	4.0	81.1%	3.9	71.6%
I respect the teachers and administrators at this school.*	4.3	92.1%	4.3	89.6%

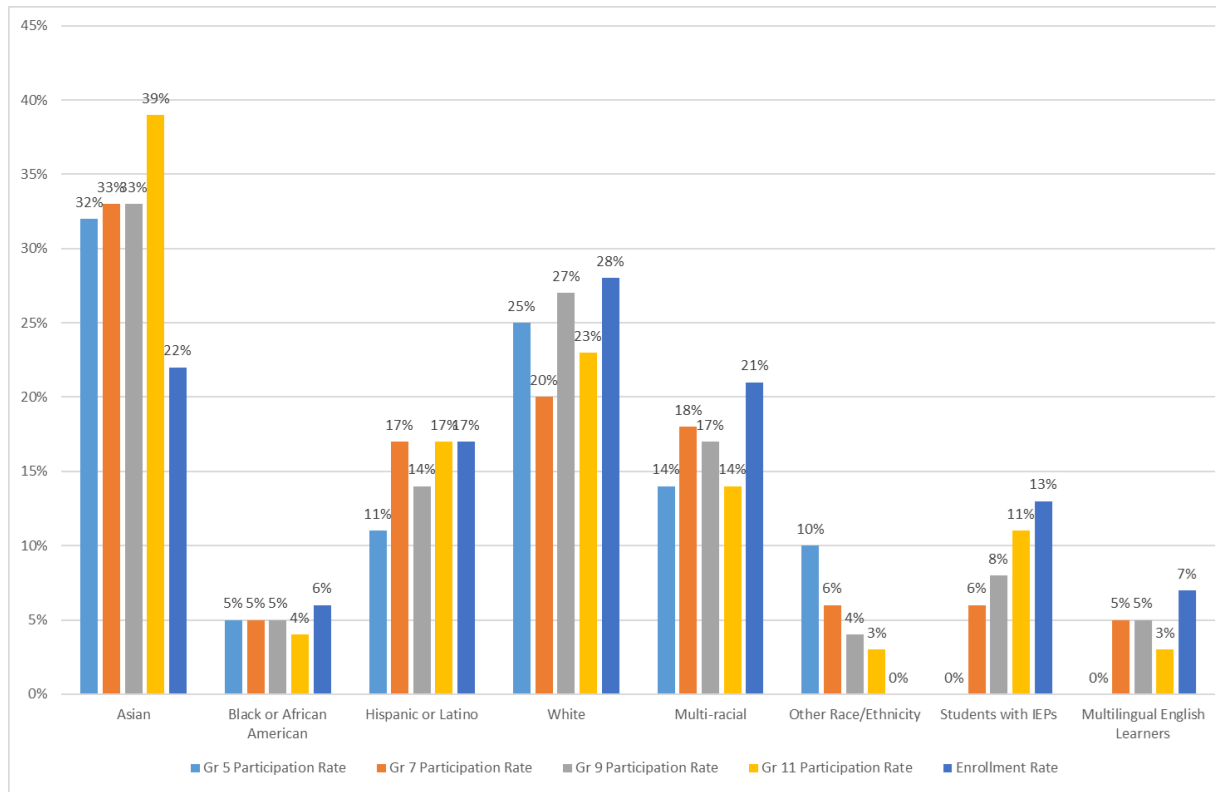
* These questions were identified as areas of strength/opportunities during the 2024 administration

California Healthy Kids Survey Background

- The California Healthy Kids Survey (CHKS) is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency.
- CHKS is administered to students at grades five, seven, nine, and eleven with parent consent.
- It enables schools and communities to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.
- AUSD uses a Wellness Survey throughout the year to monitor the same components as the CHKS Survey and respond to student need in real time.



2025 California Healthy Kids Survey Participation



631 Elementary

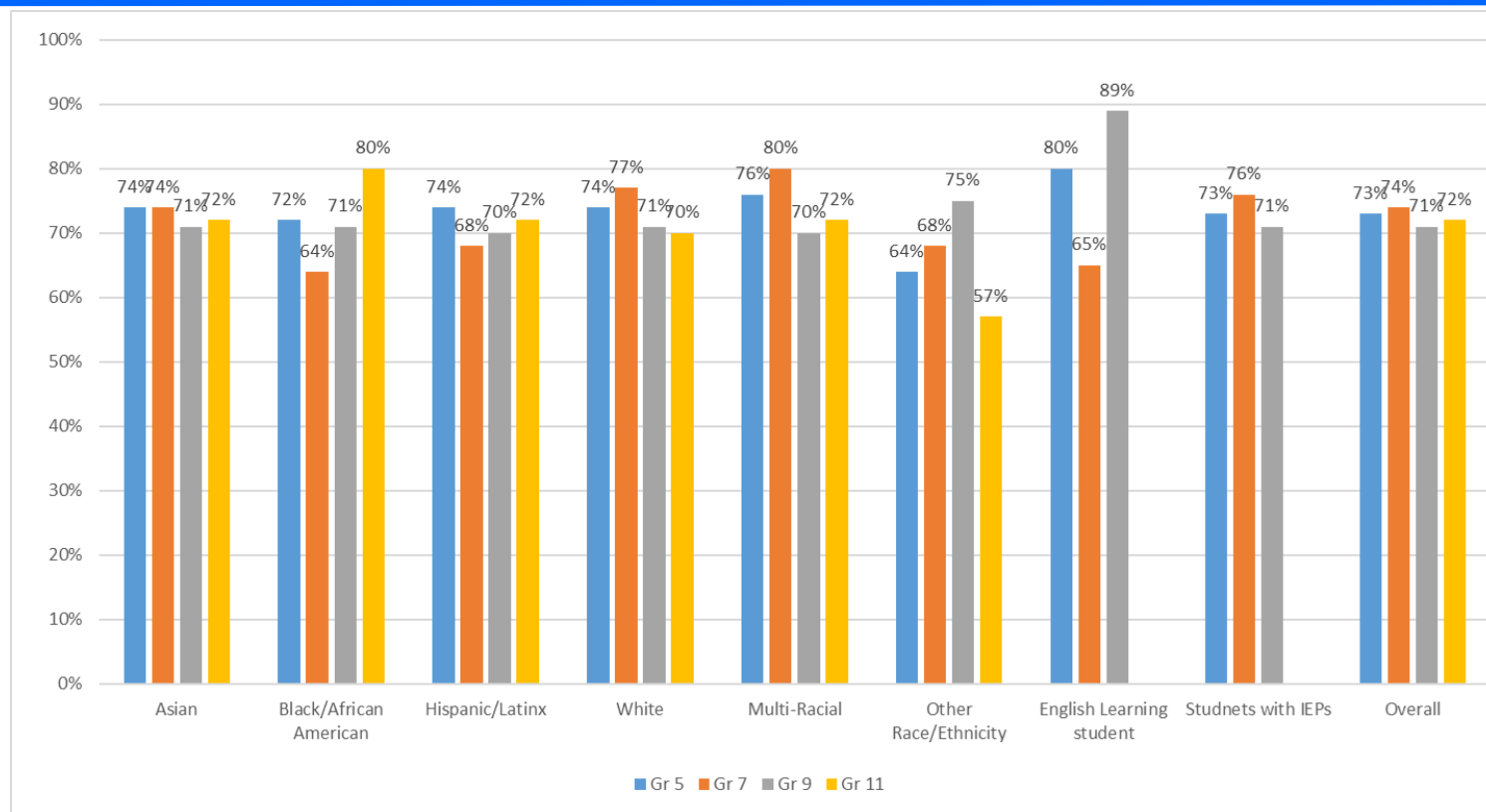


1,656 Secondary



2,287, 80%
total respondents

2025 California Healthy Kids Survey Caring Adults in School



2024-25 Family & Student Survey Summary

- The average score on all survey items was 4, and the percent of respondents above 3 (*Neither Disagree nor Agree*) this year was 92%. Last year, the average score was 4.1 and the percent of respondents at a 3 or above was 96%.
- The highest average score (4.3) was for the item “I respect the teachers and administrators at this school.” The second highest average score (4.1) was for “Staff at this school really care about this local community”, “Teachers and administrators at this school believe that I am doing my best to help my child learn” and “I feel respected by teachers and administrators at this school.”
- The lowest average scoring items were “Staff at this school work hard to build a trusting relationship with parents” (3.9), “Teachers and administrators at this school believe that talking with parents helps them understand their students better” (3.9), and “I have full confidence in the teachers and administrators at this school” (3.9).
- The item that demonstrated the biggest difference in agreement from last year to this year was “I feel my cultural beliefs and practices are respected by teachers and administrators at this school” (72% →81%)
- The average responses from families of students served through Special Education, families of students who identify as LGBTQ+, and Non-Binary, were statistically similar to those of families not using Special Education services and other sexual and gender identities.
- Responses from families of students of English Learners, were slightly higher than other families. While the responses of families of students who identify as Black/African American were slightly lower.
- Overall, a significant majority of students (72-74%) feel they have a caring adult at school. This range is similar across race/ethnicities and programs except for students who identify as Black/African American (64-80%), Multi-racial (70-80%), other race/ethnicity (57-75%), and English Learning students (65-89%)

Board Discussion

2025 Percent Agree or Strongly Agree by Item and Focus Group

Item	Students with IEPs	Black/ AA Students	CCEIS Focal Scholars	English Learning Students	LGBTQ+ Students	Non-Binary Students
Teachers and administrators at this school believe that I am doing my best to help my child learn. (78.6%)	79.6%	74.3%	100.0%	86.5%	68.1%	71.1%
I believe that staff at this school feel good about my support for their work. (75.5%)	78.9%	71.9%	100.0%	82.2%	62.5%	65.8%
Staff at this school really care about this local community. (83.2%)	80.9%	77.8%	100.0%	84.3%	79.2%	73.7%
I believe that I do a good job of supporting the teachers at this school. (79%)	81.9%	73.1%	91.3%	86.0%	66.7%	73.7%
At this school, teachers and families think of each other as partners in educating children. (77.8%)	77.9%	74.3%	100.0%	84.3%	72.2%	71.1%
I have full confidence in the teachers and administrators at this school. (76.5%)	73.9%	67.7%	91.3%	82.7%	66.7%	60.5%

Above Overall

Same as Overall

Below Overall

2025 Percent Agree or Strongly Agree by Item and Focus Group

Item	Students with IEPs	Black/ AA Students	CCEIS Focal Scholars	English Learning Students	LGBTQ+ Students	Non-Binary Students
Staff at this school work hard to build a trusting relationship with parents. (72.9%)	73.6%	65.3%	91.3%	84.9%	61.1%	57.9%
Teachers and administrators at this school believe that talking with parents helps them understand their students better. (71.6%)	76.3%	66.5%	95.7%	82.7%	61.1%	55.3%
I feel respected by teachers and administrators at this school. (74.4%)	71.6%	66.5%	91.3%	82.2%	65.3%	65.8%
I feel my cultural beliefs and practices are respected by teachers and administrators at this school. (81.1%)	83.3%	76.1%	100.0%	88.7%	75.0%	73.7%
I respect the teachers and administrators at this school. (92.1%)	91.0%	88.6%	100.0%	94.6%	84.7%	86.8%

Above Overall

Same as Overall

Below Overall

2023-24 Family Relationships and Trust Survey Summary

- Third year of the survey
- Total of 1,401 responses from families.
- All items were scored on a scale of 1 (*Strongly Disagree*) to 5 (*Strongly Agree*).
- The average score on all survey items was 4, and the percent of respondents above 3 (*Neither Disagree nor Agree*) this year was 91%. Last year, the average score was 4 and the percent of respondents at a 3 or above was 94%.
- The highest average score (4.3) was for the item “I respect the teachers and administrators at this school.” The second highest average score (4.1) was for the item “Staff at this school really care about this local community” and “Teachers and administrators at this school believe that I am doing my best to help my child learn.”
- The lowest average scoring items were “Staff at this school work hard to build a trusting relationship with parents” (3.8), and “Teachers and administrators at this school believe that talking with parents helps them understand their students better” (3.8).
- The average responses from families of students served through Special Education, families of students who identify as Black/African American or Multi-Racial, and Non-Binary, were statistically similar to those of families not using Special Education services and other races and gender identities.
- Responses from families of students of English Learners, were slightly higher than other families. While the responses of families of students who identify as LGBTQ+ were slightly lower.

Local Control Funding Formula (LCFF) Priority 1 Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools for Priority 1 are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home - **0%**
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies) - **0%**

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Local Control Funding Formula (LCFF) Priority 2 Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools for Priority 2 are provided below.

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the *optional* reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education

- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

In 2020-2021 86.1% of students met district standards, in 2021-2022, 86.3%, in 2022-23 met the district benchmarks 80.1 percent of students met district benchmarks for reading and 83.9 percent for math.

When STAR data is disaggregated by ethnicity, Reading Proficiency and Math Proficiency shows higher percentages of white and multi ethnic students are meeting district benchmarks for proficiency than black, Hispanic, and Asian students.

Overall the percentage of graduating seniors completing UC A-G requirements is 67% Disaggregated by ethnicity the highest percentage of seniors completing A-G requirements are Asian 81% EL, White 73%, Filipino 65% and Multiethnic students at 63%. The lowest percentages completing UC A-G requirement of students are students with disabilities at 21%. There subgroups fall in between these two groups with Socioeconomically disadvantaged students at 52%, Hispanic Latino 45%, English Learners at 42%, and African American at 31%.

In 2021-2022, 86.3% met the district benchmark. When STAR data is disaggregated by ethnicity, Reading Proficiency and Math Proficiency shows higher percentages of white and multi ethnic students are meeting district benchmarks for proficiency than black, Hispanic, and Asian students.

In 2021-22 the overall percentage of Graduating Seniors completing UC A-G requirements is 67% Disaggregated by ethnicity the highest percentage of seniors completing A-G requirements are Asian 81% EL, White 73%, Filipino 65% and Multiethnic students at 63%. The lowest percentages completing UC A-G requirement of students are students with disabilities at 21%. There subgroups fall in between these two groups with Socioeconomically disadvantaged students at 52%, Hispanic Latino 45%, English Learners at 42%, and African American at 31%.

In 2021-22 the overall percentage of 12th grade students completing a Career Technical Education (CTE) is 19%. For 2021-22 the overall percentage of High School Students Enrolled in CTE Pathway Coursework is 27%, and the percentage of students completing A-G and a Career pathway is 14% while career pathway and UC A-G Completion is 14%. The overall percentage of 11th grade students demonstrating college readiness in Math on Early Assessment Program in Math and ELA cannot be reported because students did not take CAASPP in 2019-20 or 2020-21.

In 2022-23 the overall percentage of students who met district standards in ELA was 80.1 percent for ELA and 83.9 percent for math. When STAR data is disaggregated by ethnicity, Reading Proficiency and Math Proficiency shows higher percentages of white

and multi ethnic students are meeting district benchmarks for proficiency than black, Hispanic, and Asian students.

For 2022-23 the overall percentage of graduating seniors completing UC A-G requirements is 70.6%. Disaggregated by ethnicity the highest percentage of seniors completing A-G requirements are Asian 84.4% EL 39.4, White 76.7%, and Multiethnic students at 73%. The lowest percentages completing UC A-G requirement of students are students with disabilities at 27.7%. There subgroups fall in between these two groups with Socioeconomically disadvantaged students at 57%, Hispanic Latino 52.5%, English Learners at 39.4%, and African American at 28.6%.

For 2022-23 the overall percentage of 12th grade students completing a Career Technical Education (CTE) is 23.1%. The overall percentage of High School Students Enrolled in CTE Pathway Coursework is 32.6%, and the percentage of students completing A_G and a Career pathway in is 14% while career pathway AND UC A-G Completion is 16%.

In 2023-24 the overall percentage of students who met district standards in ELA was 67.1 percent for ELA and 57.3 percent for math. When STAR data is disaggregated by ethnicity, Reading Proficiency and Math Proficiency shows higher percentages of white and multi ethnic students are meeting district benchmarks for proficiency than black, Hispanic, and Asian students.

For 2023-24 the overall percentage of graduating seniors completing UC A-G requirements is 66.5%. Disaggregated by ethnicity the highest percentage of seniors completing A-G requirements are Asian 78.4% EL 30.3%, White 76%, and Multiethnic students at 68.7%. The lowest percentages completing UC A-G requirement of students are students with disabilities at 25.2%. There subgroups fall in between these two groups with Socioeconomically disadvantaged students at 51%, Hispanic Latino 51.3%, English Learners at 30.3%, and African American at 39.7%.

For 2023-24 the overall percentage of 12th grade students completing a Career Technical Education (CTE) is 30.8%. The overall percentage of High School Students Enrolled in CTE Pathway Coursework is 34.8%, and the percentage of students completing Career Pathway AND UC 'a-g' Completion: Percentage of 12th grade students completing Career Technical Education (CTE) Pathway AND UC 'a-g' requirements is 24.1%.

For English Learner access to the Common Core State Standards (CCSS) AUSD tracks the percentage of non-newcomer ELs accessing the CCSS in a setting with English-only peers: 2022-23: Elementary: 100%; Secondary: 100%. At the elementary level all students are accessing a broad course of study through the district's adopted/implemented curricula in core subjects. In addition to this, students receive weekly instruction in music, media center studies, and physical education. AUSD continues to monitor the access to a broad course of study specific to English Learners.

At the K-5 level the district continues to implement a CCSS-aligned curriculum. At the 6-12 level the district is engaging staff to further align curricula across sites. CCSS for ELA and Math are measured by the SBAC Performance of students in grades 3-8 and 11.

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

- 1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA		x			
ELD (Aligned to ELA Standards)				x	
Mathematics – Common Core State Standards for Mathematics				x	
Next Generation Science Standards					
History-Social Science					

- 2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					

Academic Standards	1	2	3	4	5
History-Social Science					

3. **Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					
History-Social Science					

Other Adopted Academic Standards

4. **Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education					
Health Education Content Standards					
Physical Education Model Content Standards					
Visual and Performing Arts					
World Language					

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					
Identifying the professional learning needs of individual teachers					
Providing support for teachers on the standards they have not yet mastered					

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Local Control Funding Formula (LCFF) Priority 3 Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools for Priority 3 are provided below.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit:¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures,

languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation

5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 – Exploration and Research
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	[Enter a 1, 2, 3 , 4, or 5 as applicable]
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	[Enter a 1,2, 3 , 4, or 5 as applicable]
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	[Enter a 1,2, 3 , 4, or 5 as applicable]

Practices	Rating Scale Number
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	[Enter a 1, 2, 3 , 4, or 5 as applicable]

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

The Family Trust Survey revealed a small increase in positive responses from African American families in relation to school connectedness. CCEIS Scholar families had a strong increase in positive responses to school connectedness.

AUSD's current strengths in building strong relationships with between school staff and families includes the following district-wide efforts

1- To build cultural competency for site leaders, intervention leads, counselors, psychologists, and staff. These professional development sessions will provide racial and culturally responsive professional learning opportunities regarding personal lens and trauma-informed practices. The goal fosters normalization of racial dialogue and the development of interracial justice community. Conceptions explored include vulnerable inquiry, discussion, and action related to the foundations of race, racism, implicit-bias, micro-aggression, whiteness, and the ethos of white supremacy culture, and how they affect adult educators and students. This learning opportunity will focus on the necessary lens and tool development for how to assess and view the needs and presentation patterns of Black students and families and students of color, in general, through COST, SST, and 504 processes.

2- AUSD's Office of Equity launched a Diversity, Equity and Inclusion Community of Practice following a Guiding Question: How do we create safe and inclusive spaces in our schools? Four sessions included: The Power of Influence, Your Locus of Control, Intersectionality, Bridging and Belonging. For 24-25, the DEI Roundtable parent group hosted two family forums called- Stop the Hate. It was a good turnout and an interactive conversation about what the schools and families can do to eliminate hate speech in the district.

3- As part of the AUSD's CCEIS plan, we hosted four district-led Family Workshops. Topics included: How to talk to your children about race. Milestone grade level conversations (3rd, 6th, 9th, 11th grade). We also hosted a focus on Future Careers workshop with a variety of workforce industries present.

4- We are implementing Dual Capacity Development at five of our nine elementary schools. We're working with teachers and families to bridge connections between home-school in an effort to engage and build relationships that are academically focused in support of student achievement. Successful engagement requires both educators and family members to develop essential beliefs, knowledge, skills, confidence, social relationships, and other capacities that aid in building academic partnerships. For 24-25, This training was facilitated at Wood Middle School and Encinal Middle/High School. The focus was to first listen to black families experiences in their schools and then have those families share that directly with staff to assist in improvement efforts. Both schools reported a positive experience and a desire to continue with family engagement training.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

AUSD will continue its work to build staff cultural competency. AUSD is also asking school sites to intentionally outreach and host affinity spaces for African American/Multi-Ethnic and Latino families and students to help meet the unique needs that are presented. There will be continued work on CCEIS, and the Office of Equity will work to support site needs with family engagement. We have also hired 4 Scholar Staff and Student Advisors to assist 4 school sites with building strong relationships with families and staff. Philosophically, we are also helping to shift the locus of control and advocacy work down to the school sites. The power in strong school -family relationships should be centered at each individual school site with support from the central office. Central Office has also organized a diagram to better articulate the role of the school sites and the district in supporting families in both information, education, and community building experiences.

Dual Capacity Development will continue at sites and may extend to the other four schools as a practice to forge academic partnerships between families and teachers.

We must continue to cultivate Diversity, Equity and Inclusion at each school site as the level to transform schools with the district office in the role of support.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

Office of Equity is committed to sponsoring family engagement workshops/events that target underrepresented. For example, Black Joy and End of Year Family Celebration, Black Promotion Celebration, Acknowledge Multiple Heritage Months, acknowledge and raise awareness and resources to

honor our families of color. The Office of Equity also sponsored a free finger printing night for families so they can volunteer at their child's school and finally, the Office of Equity provides up to \$1500 dollars annually to every TK-8 site to assist them in their family engagement and outreach efforts.

The Office of Equity will support families with resources and information to make grade level transitions easier to navigate.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 – Exploration and Research
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	[Enter a 1, 2, 3, 4, or 5 as applicable]
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	[Enter a 1, 2, 3, 4, or 5 as applicable]
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	[Enter a 1, 2, 3, 4, or 5 as applicable]
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	[Enter a 1, 2, 3, 4, or 5 as applicable]

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student

Outcomes.

We are continuing to make progress with efforts to increase family engagement and capacity development through School Linked to Learning Activities. This year we are building further on with Dual Capacity (parent-teacher partnerships focused on academic achievement) across our TK-8 school sites. The Office of Equity also hosted Tenesh Weller to train our district managers and Office Managers on Customer Service and Relationship building in service of equity.

LEAD for Learning PD training is given to site administrators to encourage creating conditions for adult learning and one strategy that has been presented was to share a protocol to shadow and listen to student voices to best understand how they are experiencing the school system.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

AUSD continues its focus on Academic discourse, student relationships, creating conditions for adult collaboration, and culturally responsive practices

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

The Office of Equity is committed to sponsoring family engagement workshops/events that will be intended and designed for underrepresented families. For example, Black Joy was held for the first time in our school district in an effort to celebrate Black creativity, artistry, and excellence for Black History Month. We hosted a Black Promotion Ceremony to recognize promoting 5th, 8th and 12th graders. Our Communications department also acknowledges multiple Heritage Months, and raising awareness and resources to honor our families of color.

Our Grade level Transitions meetings will support "warm handoffs" for our students of color from elementary through high school at 5th grade into middle school and 8th grade to high school. Families will be invited to meet their new school teams and students will have the opportunity to meet their counselors. The mentees at Wood Middle School will participate in a special meeting with the Family Liaison at their feeder high school.

The Office of Equity hosted Milton Reynolds to talk about Race and the ignorance of the color blind theory. Meeting was held with all AUSD Managers.

Dual-Capacity Development (strengthening home-school partnership) at scholar schools will continue to reinforce outreach, relationship building, and staff development to establish a culture of academic partnerships with families.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 – Exploration and Research
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	[Enter a 1, 2 , 3, 4, or 5 as applicable]
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	[Enter a 1, 2 , 3, 4, or 5 as applicable]
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	[Enter a 1, 2, 3 , 4, or 5 as applicable]
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	[Enter a 1, 2, 3 , 4, or 5 as applicable]

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

AUSD's current strengths in seeking input from decision making include opportunities for families to participate in the following committees and provide input:

Curriculum Review and Review Sessions: The Curriculum and Instruction Review Session is composed of community members and district and school staff and provides an opportunity for our parents and community members to give input and feedback about current and future curricula adoptions. This is a key avenue through which stakeholders can contribute perspective and ideas on our teaching and learning programs; they meet four times a year. This year, there is a Math curriculum and History Social Science review underway.

LCAP/CAC: The three-year Local Control and Accountability Plan describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. Our Community Advisory Committee is composed of members of our community including teachers, equity roundtables, site staff, and families from across the district.

District English Language Advisory Committee: Each California public school district with 51 or more English Learners must form a District English Learner Advisory Committee (DELAC): This district-level committee is composed of parents, staff, and community members and is charged with advising district officials on English learner programs and services.

Diversity, Equity & Inclusion Community of Practice (DEI), hosts a series of community engagement conversations aims to create a place to build relationships, build trust, reflect, discuss and leverage internal expertise by sharing with one another, and co-construct ideas. All AUSD parents and caregivers are invited to this space to brainstorm and generate inclusive ideas that can be applied to the groups they influence.

Equity Roundtables: AUSD is home to many equity and inclusion committees/roundtables: Alameda Mosaic, supporting African American/Black/Multiethnic families; ALCANCE, a learning community for our Spanish language families; Asian Pacific Islander (API), and our LGBTQ staff and student roundtable, Jewish Roundtable, and Muslim Roundtable.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

Bolster channels of communication for student voice- expand our outreach from the DEI and aim to attract new participants and voice from parent leaders.

Strategic partnership with our most marginalized families in Alameda. For example those who live at the Alameda Point (Alameda's most vulnerable community) is also a target parent population we want to engage and support.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

Under the inspiration of the CCEIS actions, TK-8 sites are selecting focal scholars and their families to provide wrap around (academic and social) services. Students who are below the 50th percentile in STAR Reading and Math, chronically absent and more than one office referral or suspension is top priority beginning with black, multi-ethnic, Latino students, followed by others who meet with this criteria and by joint agreement with parents are considered scholar students. There are also four advisors at two elementary schools and two middle schools where there is a higher concentration of students who meet criteria, manage a caseload of up to 20 scholars.

Increase Social Media outreach and presence to provide multiple channels of communication for families who may feel more connected through that medium.

Local Control Funding Formula (LCFF) Priority 6 Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools for Priority 6 are provided below.

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (*if applicable*) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Taking the average aggregate data from our Wellness Surveys:

Answering “Yes, most of the time” and “Yes, all of the time” when asked “**I like coming to school and feel safe here**” (Elementary) or “Strongly Agree” and “Agree” when asked “**I feel supported and socially connected at school**” (Secondary).

Elementary (Grades 3-5) 83%
Secondary (Grades 6-12) 90%

Data	Meaning	Use
<p>Key learnings from the Wellness Survey data indicate that the Culture and Climate is positive for students and that there is a feeling of safety and acceptance at all our school sites, TK-12.</p> <p>Average Elementary (Grades 3-5) Wellness Survey completion rate is 69% of the district population</p> <p>Elementary students reporting that they did NOT feel safe at school on at least one of the surveys:</p> <p>Asian/Asian American - 3% Black/African American - 7% Hispanic or Latinx - 4% White - 3% 2 or more Races - 6%</p> <p>Average Secondary (Grades 6-12) Wellness Survey completion rate is 60% of the district population</p> <p>Secondary students reporting that they did NOT feel supported and socially connected at school on at least one of the surveys (by race/ethnicity): Asian/Asian American - 5% Black/African American - 10% Hispanic or Latinx - 8 % White - 6%</p>	<p>Survey results show the disparity in feelings of support and safety for our African American youth across all grade levels (elementary and secondary).</p> <p>This disparity of our Black/African American and Multiracial youth feeling safe or supported at our schools is an area of growth for AUD. Possible internal causes could be: lack of clarity for school staff on what culturally inclusive classrooms look like, the need for additional training on culturally and linguistically responsive pedagogy, and a need to hire more BIPOC staff so that students see themselves reflected on our campuses.</p> <p>Challenges in this area also include the social and political climate outside of our school walls that have significant impact on our Black/African American youth. We know that there has been a dramatic increase of Black/African American youth experiencing mental health crises and suicidal ideation. They experience systemic racism, are grossly misrepresented in media coverage, and have to code switch between friend groups, work, family, etc. School should be the one place that they can be their authentic</p>	<p>In response to this data, AUD continues to establish and align supports for students. This includes reinforcing the need for culturally inclusive school communities, which can be created by full implementation of Tier 1 Restorative Practices TK-12, baseline small group social-emotional offerings using research-based curriculum with ongoing progress monitoring by COST teams, the continuing collection and reflection of Wellness survey data, and clear partnership with our families. The future data generated by our Culture & Climate (PBIS) and COST teams will allow us to monitor the progress of these efforts, specifically as it relates to students currently demonstrating a disparity in the data.</p> <p>Furthermore, through the Tiered Fidelity Inventory, we will be able to, in part, assess the consistency of these practices across all sites. That process allows us the opportunity to make revisions based on on-going student progress and expressed need.</p> <p>The district is also working to recruit more staff of color.</p>

<p>2 or more races -6%</p> <p>24-25 CHKS Survey data completion rate for Grade 5 is 92%.</p> <p>24-25 CHKS survey data completion rates for secondary is: Grade 7 - 99% Grade 9 - 78% Grades 11: 57%</p> <p>Secondary students answering the CHKS survey reporting that they did NOT feel safe at school: (by race/ethnicity): Asian/Asian American - 27% Black/African American - 33% Hispanic or Latinx - 25% White - 22% Multiracial - 36%</p> <p>Elementary students (5th grade) answering the CHKS survey reporting that they did NOT feel safe at school: (by race/ethnicity): Asian/Asian American - 16% Black/African American - 32% Hispanic or Latinx - 19% White - 13% Multiracial - 12%</p>	<p>self, be loved and supported, and have an overall feeling of safety.</p>	<p>A Management for Equity task force has been created and aims to increase the awareness of and strategies for more equitable recruitment and hiring practices. One example of how this work is coming to fruition is through a community-based Job Fair, meant to attract local and diverse community members to our school district's current job openings.</p> <p>Additionally, all 9 elementary schools in AUSD will have received professional development with ongoing coaching around Culturally & Linguistically Responsive Teaching practices by June 2026. At the secondary level, we are in our 3rd year of district-wide rollout of equitable grading practices (Assessing Students Accurately).</p>
--	---	---

Local Control Funding Formula (LCFF) Priority 7 Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools for Priority 7 are provided below.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)
2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)
3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)
4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad

course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

AUSD has selected the following local measures to track the extent to which students have access to the AUSD broad course of study: 1. the percentage of Seniors who complete the University of California A-G Requirements; 2. the percentage of students in Grades 10-12 who enroll in at least 1 AP course; 3. the percentage of 12th grade students who complete a Career Technical Education (CTE) Pathway; 4. the percentage of students enrolled in CTE Pathway who complete the University of California A-G Requirements.

Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

Overall 52.4% of AUSD students in grades 10-12 are enrolled in at least 1 AP course. The percentage of Graduating Seniors in AUSD who complete UC A-G requirements is 66.5%. Our district offers CTE pathways at three high schools. AUSD currently offers eight CTE pathway programs that are open to all students. Enrollment data reflect the fact that students from Special Populations are accessing and are enrolling in these programs of study with 60.5% of the pathway enrollment coming from SPED, SED, or ELL. The number of pathways is determined by the size of the high school with the largest high school, Alameda High, offering five CTE pathways, Encinal High offering three CTE pathways and Island High offering one pathway. Each of the pathways offers a two-course sequence. The majority of pathways offer a minimum of one A-G course. Two pathways, Biotech and Digital Film, offer students who achieve a grade of B or better articulated credit with Laney College.

Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

Encinal and Alameda High Schools do not offer the same AP and CTE courses. For example, Encinal does not offer Calculus BC and Alameda High does not offer the Radio Broadcasting. In addition the High schools do not offer the same world languages. Ninth grade students are slightly more restricted in their course of study because they are required to take Ethnic Studies and Navigating Life electives. Two CTE pathways also require ninth-graders to complete biology prior to enrolling in those pathways. The number of CTE pathways offered by each high school is determined by the size of the high school. Pathway courses are electives and each high school is limited in offering the number of electives supported by student enrollment.

In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

The LEA aims to broaden the access to the course of study for all high school students in AUSD by aligning the High School Bell Schedules. Given the close proximity of the two high schools, having common bell schedules will allow students to take courses at either high school and expand access to the course of study for all high school students.

Our efforts to expand the number of pathways offered has served to increase the overall percentage of high school students participating in CTE pathways. CTE pathway recruitment strategies include a video marketing campaign that is included in the high school course selection process. Current CTE students produce the recruitment videos for their specific pathway. Students use the videos to speak about their personal experiences and to encourage other students to enroll. The district created a CTEYouTube channel that serves as a repository for all of the videos and that will enable students and their parents to view the videos on demand.

Our efforts to expand the number of pathways offered has served to increase the overall percentage of high school students participating in CTE pathways. CTE pathway recruitment strategies include a video marketing campaign that is included in the high school course selection process. Another successful strategy that our district has started to implement is to structure an activity for all ninth-graders at each high school to take part in CTE pathway recruitment activities. This ensures that all students have a basic exposure to that pathway and can make more informed course selection. All CTE teachers also participate in the Open House showcases hosted by the high schools for incoming freshmen and their parents that provides teachers with an opportunity to give students and parents access to their fully-equipped labs and studios. The district's CTE coordinator submits frequent articles featuring CTE success stories to each high school principal and to the district communication office to raise the visibility of the CTE pathways. These success stories were shared widely with the AUSD community and are also featured in local news outlets.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of 2025-26 Local Control and Accountability Plan (LCAP) (5 Mins/Action)

Item Type: Action

Background: The Local Control and Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.

Alameda Unified's LCAP was presented for public hearing at the June 10, 2025 Board of Education meeting. Since that meeting the following changes have been made to the LCAP report:

- Metric 1.10 - Adjustments to Year 1 Outcomes and Current Difference from Baseline (page 28)
- Metric 1.23 - Missing Metric entered (page 31)
- Action 2.1 - Funding amount of \$112,505 has changed to \$135,505.00 (page 54)*
- Action 2.2 - Funding amount of \$84,737.00 has changed to \$61,737.00 (page 54 and 55)*
- Goal 4 - Metric adjustment to reflect the Equity Multiplier subgroups at Island HS (page 69)

This has been done to correctly reflect the use of Family Engagement Funding in Goal 2 (pages 44-46) and also 2025-26 Total Planned Expenditure Tables (pages 110 through 112) and Contributing Actions Table (pages 113 and 114).

****Actions 2.1 and 2.2 above are also reflected on slide 43 of the attached slide deck.***

Slide 51 (LCFF Supplemental) of the attached slide deck shows the following changes:

- 5.0 FTE for Office of Equity, Scholar Staff & Student Advisors at \$930,961.00 changed to 4.55 FTE at \$818,156.00
- Remaining 0.45 FTE from Office of Equity, Scholar Staff & Student Advisors added for Family Engagement at \$135,505.00
- Equity Multiplier at Island HS changed to Additional Support
- Indirect Cost Transfer changed from \$615,756 to \$607,607.00

Note: These corrections still maintain the total amount of the LCFF Supplemental budget at \$8,108,928.

Tonight, staff is seeking the Board's approval of the LCAP. If approved, AUSD's Local Control and Accountability Plan (LCAP) will be submitted to

the Alameda County Office of Education (ACOE) for County approval.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description		Upload Date	Type
▣	Presentation: Approval of 2025-26 LCAP_6.24.25	6/18/2025	Presentation
▣	2025-26 LCAP_Budget Overview for Parents_6.24.25	6/18/2025	Backup Material



APPROVAL OF 2025-26 THREE-YEAR LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

JUNE 24, 2025

Welcome to the LCAP!

2025-26 will be Year 2 of the three-year plan



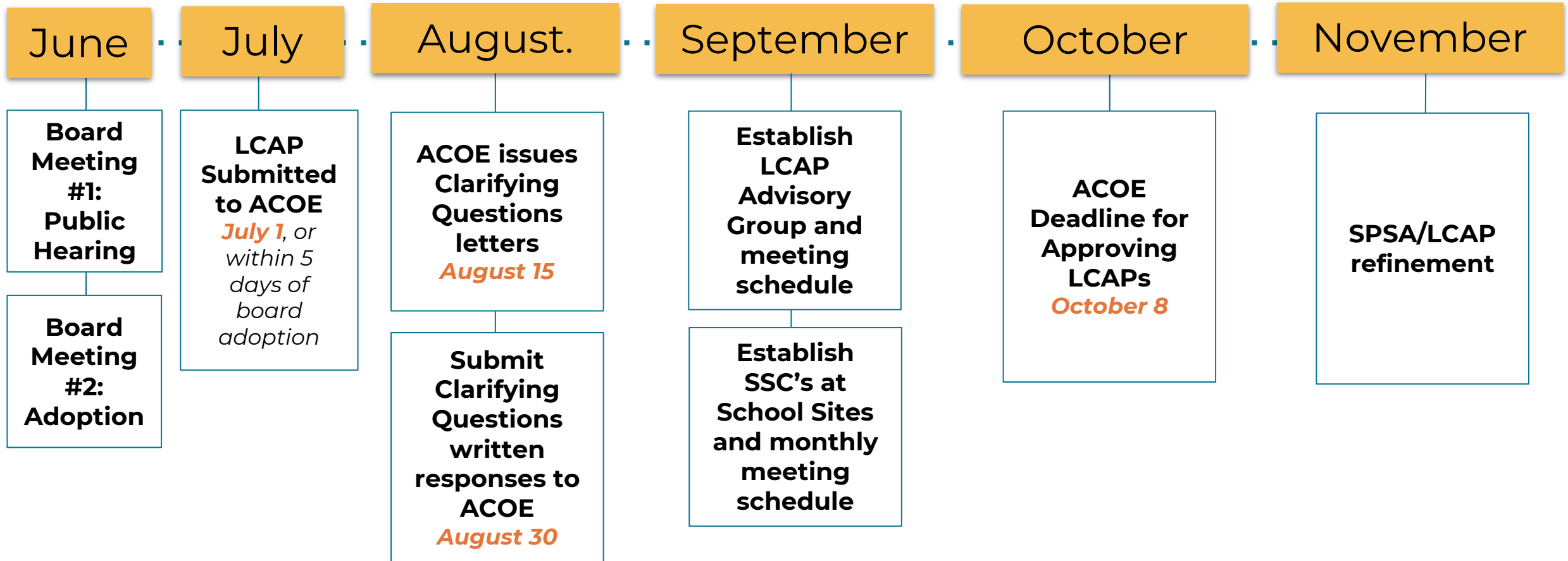
Technical Adjustments

The following changes were made based on feedback from ACOE:

LCAP REPORT	LCAP SLIDE DECK
<ul style="list-style-type: none"> Page 28 – Metric 1.10 - Adjustments to Year 1 Outcomes and Current Difference from Baseline Page 31 - Metric 1.23 - Missing Metric entered 	
<ul style="list-style-type: none"> Page 54 - Action 2.1 - Funding amount of \$112,505 has changed to \$135,505.00 Pages 54 and 55 - Action 2.2 - Funding amount of \$84,737.00 has changed to \$61,737.00 <p>This has been done to correctly reflect the use of Family Engagement Funding in Goal 2 (pages 44-46), 2025-26 Total Planned Expenditure Tables (pages 110 through 112) and Contributing Actions Table (pages 113 and 114).</p>	<p>Slide 43 – LCAP Goal 2</p> <ul style="list-style-type: none"> Action 2.1- Provide Culturally Responsive family engagement and access Action 2.2 - Support school sites in common best practices across the district
<p>2025-26 Total Planned Expenditure Tables</p> <ul style="list-style-type: none"> Page 112 – Goal 3 – Action 3.5 - Mentoring and Advising - \$818,156.00 Page 111 – Goal 2 – Action 2.1 - Culturally Responsive Family Engagement - \$135,505.00 <p>*Indirect Cost is a percentage of the total amount of LCFF Supplemental</p>	<p>Slide 51 – LCFF Supplemental</p> <ul style="list-style-type: none"> 5.0 FTE for Office of Equity, Scholar Staff & Student Advisors at \$930,961.00 changed to 4.55 FTE at \$818,156.00 Remaining 0.45 FTE from Office of Equity, Scholar Staff & Student Advisors added for Family Engagement at \$135,505.00 Equity Multiplier at Island HS changed to Additional Support Indirect Cost Transfer changed from \$615,756 to \$607,707.00*
<ul style="list-style-type: none"> Page 69 - Goal 4 - Metric adjustment to reflect the Equity Multiplier subgroups at Island HS 	

Annual LCAP: Statutory Deadlines

HIGH-LEVEL OVERVIEW



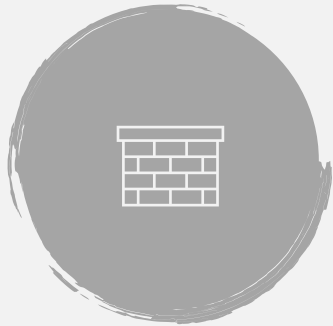
BOARD DISCUSSION

Kirsten Zazo 

510.337.7000 

KZAZO@ALAMEDAUNIFIED.ORG 

www.alamedaunified.org 



Equity In

A Strong
Foundational
Program for All
Students



Equity In

Systems and
Structures for
Student Support



Equity In

Optimize financial and
human resources and
communication
strategies to support
Focal Areas 1 and 2

3 Focal Areas

Equity is a throughline in these focal areas as our foundational program and structures to support students is only as strong as it serves our most historically underserved student groups: African-American students, English learning students, students with IEPs, and foster and homeless youth.

AUSD's Strategic Plan: Focal Areas

Focus Area 1: Foundational Program	Focus Area 2: Systems and Structures for Student Support	Focus Area 3: Resource, Talent Management, and Communications
<p>1.1 Student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk</p> <p>1.2 Learning is aligned to and supported by grade-level standards and clear policies</p> <p>1.3 Relationships are built or improved to support learning and supportive environments</p>	<p>2.1 Every school and teacher provides the academic, social/emotional, and culturally responsive support each student needs</p> <p>2.2 Educators have time to collaborate and grow in service of student learning</p> <p>2.3 School teams consistently support equitable student outcomes</p> <p>2.4 School and student schedules create equitable access and learning opportunities</p>	<p>3.1 Finance: provide long-term financial stability necessary to maintain core programming and services</p> <p>3.2 Talent Management: Build a focused and diverse team where all positions are fully staffed with qualified personnel</p> <p>3.3 Communications: Use accurate, transparent, and engaging communications across multiple channels to support AUSD's students, staff, and families.</p>

LCAP District-wide Goals

Goal 1

Strategic Plan Goals 1.1, 1.2

Create and Improve the foundational education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and tasks that support critical thinking, connections to real world concepts and developing healthy relationships.

Goal 2

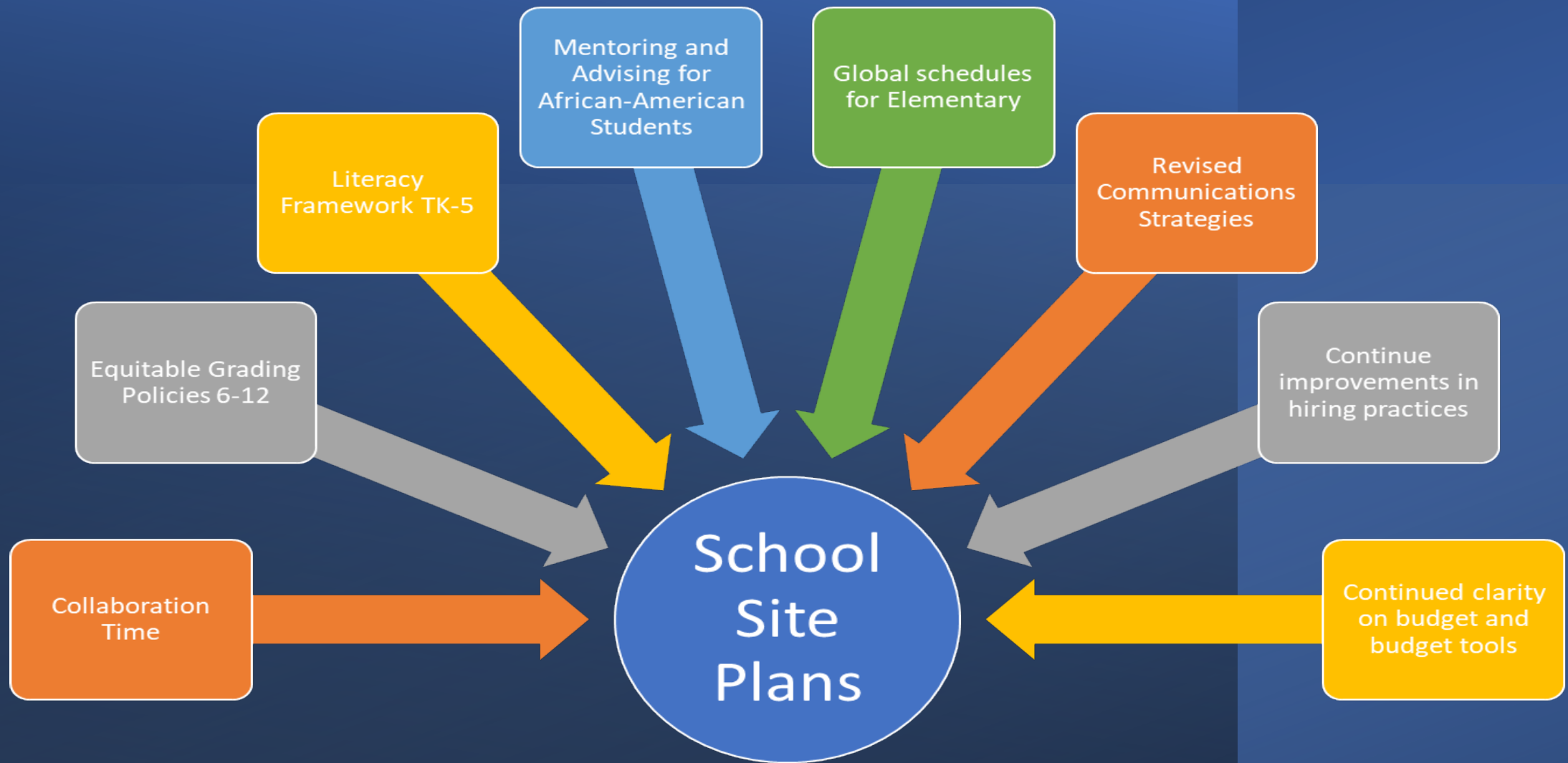
Strategic Plan Goal 1.3

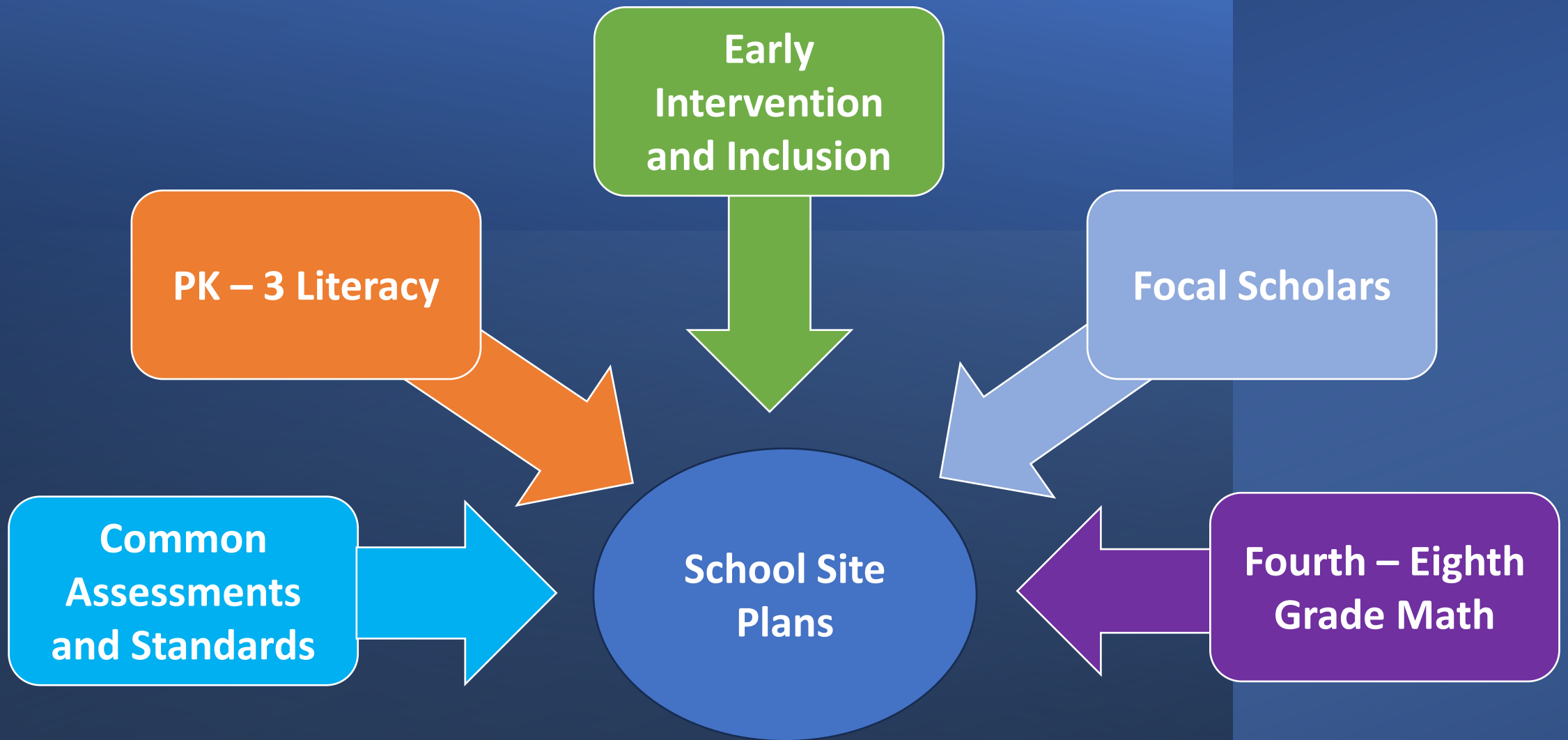
We work to build relationships between families, students, and staff to ensure schools are supportive, inclusive, and safe.

Goal 3

Strategic Plan Goal 2.1

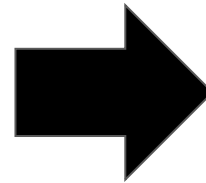
Every school provides the academic, social/emotional, and culturally responsive support each student needs to reach their academic goals.





Early Intervention and Inclusion Theory of Action

If we... prioritize early, proactive interventions and embed inclusive, equity-driven practices at every level of our Multi-Tiered Systems of Support (MTSS),



Then,... we will reduce barriers to learning, prevent the need for more intensive supports, and ensure that every student—particularly those historically and currently underserved—thrives academically, socially, and emotionally within a welcoming and inclusive school environment.

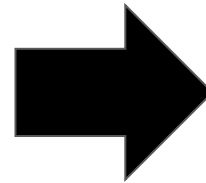
Early Intervention and Inclusion Actions

Key Actions

- Inclusion working group with more teachers from both general education and special education to discuss the technical adjustments, professional learning, and support needed to implement more inclusion
- Secondary working group (General Ed and Special Ed) to expand and calibrate across sites the secondary continuum of supports.
- Better align Tier 1 through 3 services which include Speech, OT, mental health, behavioral health, reading and math interventions which can be accessed whether you have an IEP or not
- Ensure all adoptions look at tier 1 through 3 materials and are aligned with special education materials
- Prioritize time for collaboration between special education teachers and general education teachers
- Look at foundational structures in our secondary schools to allow for students to have access to intervention and support without missing tier 1 instruction
- Ensure that Mild/Moderate SDC and practical students have a seat in general education classrooms

PK-3 Literacy Theory of Action

If we... provide early, systematic access to tier 1 reading instruction, as well as research-based targeted literacy interventions, starting in kindergarten and first grade and ensure they are culturally responsive and tailored to meet the needs of African American students, multilingual learners, and students with disabilities...



Then,... we can address learning gaps before they widen. By focusing on foundational reading skills and removing barriers to access, we will help all students, regardless of background or learning needs, achieve grade-level reading proficiency by the end of second grade, setting them up for long-term academic success.

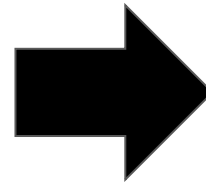
PK – 3 Literacy Actions

Key Actions

- Finalize the district's comprehensive literacy framework that outlines the way—the district's mission for literacy and its equity imperative, grounded in research. Ensure the how is articulated with clear guidelines on the five strands of language comprehension and the three strands of word recognition, ensuring alignment with best practices and equity-focused goals
- Implement the Early Reading Risk Screener for full K-2 adoption in 2025-26
- Leverage expertise of TSAs and identify for curriculum adoption, curriculum specific professional learning, and research-based pedagogical best practices
- Identify a developmentally appropriate preschool curriculum that prioritizes early literacy foundational and supports a print-rich environment.
- Pilot three elementary ELA curriculum and make a recommendation to the board for adoption.
- Provide Culturally Linguistically Responsive training to all elementary teachers
- Implement Tier III reading program using IGNITe

Focal Scholar Theory of Action

If we... select focal scholars based on data, staff/family input and identify and monitor personalized support plans that address their academic and social emotional goals



Then,... focal scholars will receive the support needed to ensure that they are making progress towards proficiency and beyond in ELA, Math and Social Emotional benchmarks. Staff will equally establish strong partnerships with families to provide a culturally responsive experience for student and family alike.

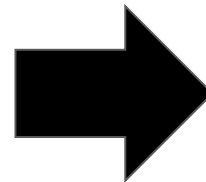
Focal Scholar Actions

Key Actions

- Selecting Focal Students with Data and Input from Families/Staff (Potential Scholars list provided to principals in the Spring, out of the Data/Assessment Office)
- Setting Individual Goals for Scholars and Monitoring Progress via Hopes and Dreams family conferences Providing Culturally/Linguistically Responsive Classroom Practices in All Classrooms
- Offering Tutoring for Scholars
- Hosting Affinity Spaces and Listening Sessions for BIPOC for students and families
- Offering Small Group Instruction, Personalized Intervention, Enrichment
- Monitor Scholar Progress and adapting supports accordingly (including using EduClimb dashboard, PLCs to review Scholar data and Scholar tab created on COST Tracker)

Fourth – Eighth Grade Math Theory of Action

If we... support our fourth - eighth grade teachers to integrate best math and culturally relevant instructional practices consistently, provide effective data systems and common assessments to monitor student progress, coordinate support with ELD and SPED teachers, and provide a 6th grade support class and push-in interventions ...



Then,... our students, particularly our focal student groups (African American, Hispanic, English learners, and students with IEPs) will achieve higher proficiency rates as measured by SBAC and Star assessments, promoting equity and excellence in math education.

Fourth and Fifth Math Key Actions

Data Analysis and Review

- Analyze and disaggregate math benchmark data to identify trends, strengths, and areas for growth.
- Review site and district data trends with principals and their instructional teams to determine patterns and instructional priorities.
- Conduct a file review for scholar students to determine the types of interventions received and assess the effectiveness of these interventions.

Instructional Planning and Walkthroughs

- Ensure all sites have articulated math blocks that allow for consistency in math instruction.
- Use the Eureka Math implementation tool during walkthroughs to assess the integrity of lesson implementation and ensure alignment with the intended design.
- Identify classrooms that will serve as host sites for lesson studies to model and refine best practices in math instruction.

Professional Development

- Prioritize 4th and 5th grade math teacher leaders. Invest in training (Stanford) for math leads.
- Implement professional development plan for the 2025-26 school year that includes "non-optional" PD focused on building content knowledge in priority standards areas such as multiplication, division, and fractions (priority modules).
- Support pilot classrooms for content-specific instruction to serve as models for best practices and inform broader implementation strategies.
- Build Teacher on Special Assignment (TSA) capacity in mathematical content knowledge to support site-based coaching and professional learning communities. Potentially send select TSAs to math training.

Tier 2 Math Intervention Implementation

- Develop an implementation plan for targeted Tier 2 math interventions using "Do the Math" to ensure students who require additional support receive evidence-based instruction tailored to their needs.
- Ensure that students needing intervention and who would benefit from STMath have that embedded into their intervention schedule.

Sixth - Eighth Math Key Actions

Data Analysis and Review

- Analyze and disaggregate math benchmark data to identify trends, strengths, and areas for growth.
- Review site and district data trends with principals and their instructional teams to determine patterns and instructional priorities.
- Build systemic data resources and expand common assessment portfolio.

Instructional Planning and Walkthroughs

- Use the Carnegie implementation tool during walkthroughs to assess the integrity of lesson implementation and ensure alignment with the intended design.
- Identify classrooms that will serve as host sites for lesson studies to model and refine best practices in math instruction.

Professional Development

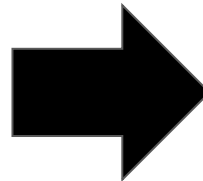
- Adopt lead teacher model to build collective expertise and efficacy.
- Develop our administrators and coaches understanding of best math practice.
- Expand time devoted to professional math learning as part of regular collaboration and with regular after school offerings, focus on building instructional efficacy, content specific instructional expertise, small group instruction to provide differentiation.
- Support teachers participating in SVMII, ACOE, BAMP and other development opportunities.

Tier 2 Math Intervention Implementation

- Summer 2025: Mindset math camp as part of ELOP.
- EDIA pilot beginning with 8th grade target group.
- Support Sites develop plan for including support courses and intervention within master schedule for 26-27.
- Support Team develops curriculum, resources, training for teachers providing support and intervention .
- Look at foundational structures in our secondary schools to allow for students to have access to intervention and support without missing tier 1 instruction.

Common Assessments and Standards Theory of Action

If we... focus on the three pillars of Assessing Student Accurately, implement equitable grading practices district wide, change our policy on grading practices, and empower our school leaders to provide support and accountability around grading,



Then,... the adults in our system will grade students with accuracy, and in turn students will be better positioned to master academic standards.

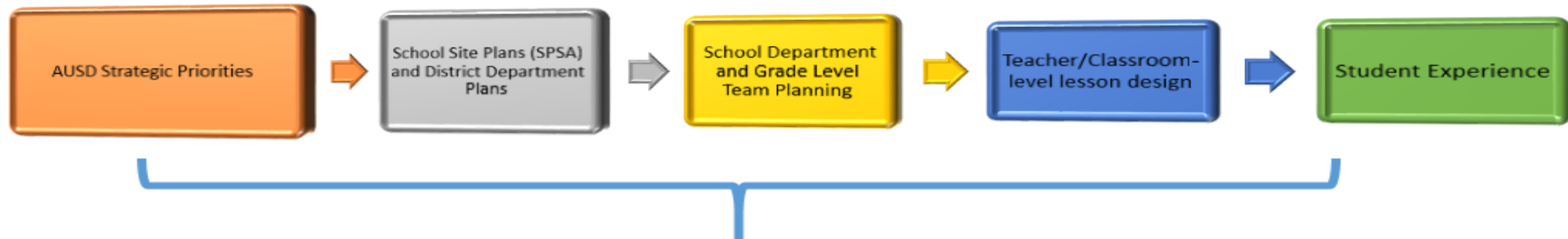
Common Assessments and Standards

Key Actions

- Provide PD on Standards-based grading, and Formative/Summative and/or ASA tenets–no extra credit, retakes redos
- Provide PD on building balanced policies on selected ASA tenets and weighting vs. communicating progress toward standard
- Provide PD–Creating Complete standards alignment to courses in Aeries so full out standards based in Aeries
- Provide PD on rubric assessment–(investigating whether formative practices can remain points, but ungraded–compromise)
- Schedule ASA workgroup meetings for the year
- Implement professional development schedule for content disciplines to meet and look at common assessments
- Load standards into Aeries and align to courses so teachers can “Limit to Course” in Aeries Piloting Rubric grading in Aeries assignments
- Lock down formative and summative in categories.

How All Plans Work Together

1. Strategic priorities should drive and influence each subsequent level of planning district-wide.
2. Those priorities gain sharper focus and detail the closer they move to the classroom.
3. The LCAP seeks to compile and account the investments, expenditures, and initiatives that support all levels of planning.



Local Control Accountability Plan (LCAP)

State-required, locally drafted plan that describes the goals, actions, services, and expenditures to support student outcomes.

Components of the Plan



General Information

- Who is part of your LEA – students & community?



Reflections: Successes and Identified Needs

- What progress are you most proud of based on a review of performance on the state indicators and local performance indicators?
- How will you address low performance areas?
- How will you address performance gaps?



Educational Partners

- For school districts this includes teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students.

Goals and Actions

4 Parts to this Section:



Goals



Metrics



Actions



**Goal
Analysis**

State Accountability Model for California

California's Eight State Priorities

1

Basic Services

- Rate of teacher misassignments
- Access to standards-aligned materials
- Facilities in good repair

2

Implementation of State Standards

- Academic content
- Performance standards

3

Parental Involvement

- Efforts to seek parental input in decision making
- Promotion of parent participation

4

Pupil Achievement

- Standardized test scores
- Advanced placement test pass rates
- English learning proficiency and reclassification rates
- Evidence of college and career readiness

5

Pupil Engagement

- Attendance rates
- Middle & high school dropout rates
- Graduation rates
- Chronic absenteeism rates

6

School Climate

- Suspension rates
- Expulsion rates
- Sense of safety and connectedness (school climate surveys)

7

Course Access

- Pupil enrollment in a broad course of study, including core academic subjects, STEM, world languages, the arts, health, career technical education, and physical education

8

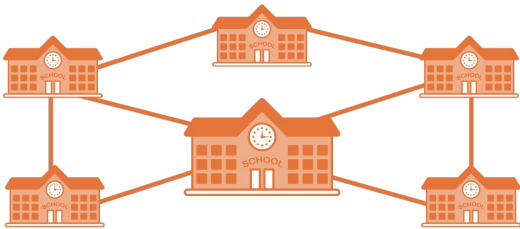
Other Pupil Outcomes

- Pupil outcomes in broad course of study

Source: California Department of Education, State Priority Related Resources. <https://www.cde.ca.gov/fg/aa/lc/statepriorityresources.asp>.

Increased or Improved Services: Contributing Actions

Types of Contributing Actions



LEA-wide

- Upgrades the educational program of **all schools in the LEA**
- All students receive these services, regardless of unduplicated status



School-wide

- Upgrades the educational program of a certain **school(s) or grade span(s)**
- All students at the specific school(s) and/or within the specific grade span(s) receive these services, regardless of unduplicated status



Limited

- Serves only one or more **unduplicated student** group(s)
- Services may be provided to low-income, EL, and/or foster youth students at all schools in the LEA, specific schools in the LEA, or specific grade spans in the LEA

Engagement

Places for Engagement

- | | |
|--|--|
| <ul style="list-style-type: none">• Community Advisory Committee (CAC)• Academic Committee• AUSD Ed Tech• DELAC• Communities of Practice – PLC
Leads, Grading for Equity, Literacy Framework, Math Task Force, Principals, Assistant Principals, Coaches, Intervention Leads | <ul style="list-style-type: none">• Bond Committee• Measure A and B1 Committee• Student Focus Groups• LCAP Listening Sessions• Special Education Listening Sessions• LCAP survey• Community Roundtables and Parent Support Groups• Student ASB (Student Advisory Groups)• Student Representatives on CAC (Isla Vessali and Lauren Brock (AHS)) |
|--|--|

Engagement, cont...

Families	Students	Teachers/Staff
<ol style="list-style-type: none">1. Student Engagement Strategies2. Communication & Relationship Building3. Academic & Social-Emotional Support4. Inclusivity & Cultural Responsiveness	<ol style="list-style-type: none">1. Student Engagement2. Support Systems3. Communication & Relationships4. Equity & Inclusion5. Teacher Quality & Fairness	<ol style="list-style-type: none">1. Engaging Learning Environments2. Building Relationships in Schools3. Supporting Students Academically and Emotionally

Patterns of Feedback

Foundational Academic Program:

- Engagement: Smaller class sizes, interactive lessons, consistent expectations
- Learning Modalities: Hands-on, visual, auditory, kinesthetic learning, thematic and project-based learning
- Student Talk: Encouraging student discourse, classroom culture, teacher training
- Critical Thinking: Challenging curriculum, opportunities for reflection, cross-disciplinary connections
- Real-World Connections: Project-based learning, guest speakers, curriculum reflecting students' lives
- Relationship-Building: Trust and connection, classroom culture, time for teachers to know students

Family Engagement:

- Communication: Clear, consistent, and respectful communication, Direct communication from teachers and administrators, Honest, transparent updates about student progress and school events, time built into staff schedules for parent outreach
- Inclusivity: Culturally inclusive celebrations and family nights, opportunities for all families to participate, regardless of background, training for staff on cultural responsiveness
- Safety: Clear expectations and consistent consequences for behavior, building trust through visibility and accessibility of staff, Addressing racism and bias directly
- Relationship-Building: Community-building events (e.g., potlucks, game nights, open houses), listening sessions and informal meetups, affinity spaces, more face time between staff and families

Student Support Services:

- Social/Emotional Support: On-site counselors and wellness centers, time for check-ins and advisory periods, restorative justice programs and SEL curriculum, support for student mental health and well-being
- Culturally Responsive Support: training in culturally responsive teaching, inclusive classroom cultures and consistent expectations, valuing students' and families' backgrounds and voices, differentiated instruction reflecting diverse learning needs

LCAP District-wide Goals

Goal 1

Strategic Plan Goals 1.1, 1.2

Create and Improve the foundational education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and tasks that support critical thinking, connections to real world concepts and developing healthy relationships.

Goal 2

Strategic Plan Goal 1.3

We work to build relationships between families, students, and staff to ensure schools are supportive, inclusive, and safe.

Goal 3

Strategic Plan Goal 2.1

Every school provides the academic, social/emotional, and culturally responsive support each student needs to reach their academic goals.

LCAP Equity Multiplier Goal

Eligibility		Accountability Requirements	
<p>Schools are identified based on <u>both</u> of the following:</p> <ol style="list-style-type: none"> 1. Prior year non-stability rates greater than 25%, <u>and</u> 2. Prior year socioeconomically disadvantaged rates of greater than 70% 		<ul style="list-style-type: none"> • Develop LCAP focus goal aimed at improving outcomes at EM school • Include metrics for all instances of Red performance at EM school 	
School Name	Non-stability Rate	Socioeconomically Disadvantaged Rate	EM Entitlement
Island High (Continuation)	44.17%	75.83%	\$112,686

Goal 4

Island High School has prioritized addressing the needs of historically underserved student groups, specifically Socioeconomically Disadvantaged (SED) students and Students with Disabilities (SWD), due to their low performance on key California School Dashboard indicators such as Graduation Rate and College/Career Readiness.



Action Tables

AUSD

ALAMEDA UNIFIED SCHOOL DISTRICT

EXCELLENCE & EQUITY FOR ALL STUDENTS



GOAL 1

LCAP District-wide Goals

Goal 1



Create and Improve the foundational education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and tasks that support critical thinking, connections to real world concepts and developing healthy relationships.

Our goal is to work together as a community to develop or refine:

- A clear and coherent curriculum (what students learn)
- Dynamic lessons that incorporate many different modes and models of instruction (how students learn)
- More purposeful reading, writing, and student discourse across all subject areas (how students talk about what they're learning)
- A clear and family-friendly articulation of our standards and instructional strategies (how families understand what their children are learning)

We need to ensure equitable access to high-quality instruction for all our students to create a strong foundational program across all our school sites and classrooms. From that foundation, we can then build programs to provide differentiated instruction and support for children with differentiated needs, including those with disabilities, those who are English learners, and those who traditionally have been underserved in the educational system.

LCAP GOAL 1

	Actions	Funding 25-26	Actions include...
1.1	Ensure grading policies and practices are constructive, researched based and student centered.	\$40,000	Continue monthly meetings with the Grading For Equity (Assessing Students Accurately) Workgroup. Provide Professional Development for all secondary staff on the technical implementation, equitable grading practices (i.e., setting up gradebooks). Contracting with Crescendo Education Group to build teacher capacity in understanding the pillars of equitable grading practices (Accuracy, Bias resistant, motivational). Continue to explore Board Policies that promote equitable grading practices. Provide Secondary teachers time and space to develop agreements on the following: Equitable Grading Practices including extra credit, retake re-dos, and grading individual work not group work.
1.2	Develop, implement and support a common literacy Framework PK - 12	\$120,948	Pilot a universal screener to identify potential reading delays (including dyslexia). Support the implementation and progress monitoring of the district's investment in a research-based reading intervention program. Offer family literacy nights that include a focus on reading practices and instruction within the classroom and school level, as well as ways to support reading at home. Pilot and adopt a research-based ELA/ELD program for grades P-K-5, 6-8, and 9-12. Offer ongoing professional development and coaching. Develop a resource guide that codifies best practices in literacy PK-12.

LCAP GOAL 1, cont...

	Actions	Funding 25-26	Actions include...
1.3	Provide specific coaching and professional learning to support the implementation of the new California math framework.	\$329,403	Lead teachers and coaches will support the implementation of the new framework. Hold New math teacher orientations. Provide access to SVMII training to all secondary math teachers. Support the on-going collaboration and PLC's focused on the implementation of math new adopted math curriculum and provide ongoing training with the Carnegie Learning for The Middle School Math teachers. Teachers and coaches will choose focal students to follow based on students who have historically not performed well in math based on the SBACC performance data on the California dashboard. They will use STAR data to monitor growth throughout the year and district with monitor lag data included in the LCAP.
1.4	Implement professional learning and coaching to support instructional delivery of the state standards with an emphasis on student discourse and engagement.	\$877,564	Coaches will support district wide professional learning and will be assigned to school sites to support the implementation of the learning. Coaches will model lessons, support lesson planning and delivery, coach and support on site best practices, provide additional support to students during RTI periods, and support the collection and identification of data that can help inform teachers on how to best support students.

LCAP GOAL 1, cont...

	Actions	Funding 25-26	Actions include...
1.5	Professional development to support school teams and teacher leaders to align site-level goals to culturally-responsive district priorities	\$230,000	Provide Professional learning to support teachers and school teams with collaborative inquiry, data analysis, and reflection on practice to promote student learning and refine instruction.
1.6	Attract and Retain High Quality Staff	\$1,000,000	Sustain the compensation increases that have been provided to all employee groups to attract and retain highly qualified staff. that create the collaborative and engaged personnel to deliver high-quality educational experiences to students with attention to attracting employees who are able to be successful with students who are English Learners, Low income, and Foster Youth, and/or unhoused or unaccompanied minors. This amount includes benefits and salaries for all employee groups including certified, classified, and management
1.7	One additional day of differentiated professional Learning for Teachers	\$383,349	Provide an extra day of professional learning for teachers to support the district priorities indicated in the districts strategic plan. Focused topics on improving outcomes for unduplicated count students and student groups with indicators in red on the state dashboard

LCAP GOAL 1, cont...

	Actions	Funding 25-26	Actions include...
1.8	District will support school sites develop goals and actions in their SPSA's to address student groups with indicators in red on the state dashboard.	\$319,700	(RTI) All sites will develop master schedules that support inclusion and ensure students with IEP's, English learners or students who need Tier 2 supports have access to Tier1/ Core instruction and any additional supports are provided at a designated time, Designated ELD or RTI. Students will be clustered so that support teachers can push into classrooms during instruction to provide targeted support. All master schedules will have built in time for teachers to analyze data in their professional learning communities to determine how students are responding to interventions or to identify students needing additional support.
1.9	Implement schedules and classes that are strategically designed to create access to equitable learning opportunities and prioritize support for students who need it most.	\$165,156	(RTI) All sites will develop master schedules that support inclusion and ensure students with IEP's, English learners or students who need Tier 2 supports have access to Tier1/ Core instruction and any additional supports are provided at a designated time, Designated ELD or RTI. Students will be clustered so that support teachers can push into classrooms during instruction to provide targeted support. All master schedules will have built in time for teachers to analyze data in their professional learning communities to determine how students are responding to interventions or to identify students needing additional support.

LCAP GOAL 1, cont...

	Actions	Funding 25-26	Actions include...
1.10	Implement co-teaching classes at all secondary sites for mathematics, English language arts. Implement co-teaching during literacy and math blocks at identified elementary schools beginning with grades 4 and 5.	\$201,998	Provide time and professional learning for ed specialists and general education teachers to plan and support students with disabilities. In collaboration with the district's special education leadership team, sites select their co-teaching models for ELA and mathematics, and receive professional development on their selected models from Special Education Coordinators. Co-teachers, with support from site leadership, create a co-planning schedule for their respective subjects. Special education coordinators and TSAs provide ongoing feedback and coaching support to co-teachers when engaged in the act of co-teaching.
1.11	Pilot, train and implement new curriculum and best practices for our ESN classes to increase rigor and student engagement.	\$311,157	The district will work with teachers to explore the piloting and adoption of new Extensive Support Needs curriculum. Provide training and support on the curriculum with a focus on the modification of state standards and engagement. We will implement the newly Board adopted alternate education course syllabi in all core content areas in secondary (ELA, history, math, science) which will drive standards-based instruction for all ESN students. There will be professional development and coaching throughout the school year led by our district's ESN teacher on special assignment.

LCAP GOAL 1, cont...

	Actions	Funding 25-26	Actions include...
1.12	Support the refinement, administration, and analysis of standards-aligned assessments to determine student learning and implications for teaching and site and district systems.	\$264,448	Drive universal screening using both assessment data such as early literacy assessments in addition to attendance and behavior data to refine teaching and systems to ensure students are ready and able to learn.
1.13	Maintain coordinator of language and literacy position to manage implementation of designated ELD and integrated ELD program.	\$174,716	Coordinate work of instructional coaches to provide professional development in best language practices and curriculum implementation. Project management to ensure ELLs with IEPs are receiving language support aligned with disability Coordinate family and student engagement (family needs assessment, ELL-only field trips) Coordinate progress monitoring of RFEPs and current English Learners.
1.14	Support school staff with professional learning and coaching on Inclusion practices for students with disabilities.	\$64,873	Support Site administration, general education teachers and special education teachers on general best practices for inclusion. Work with all site coaches to support building out these identified researched based practices at school sites.

AUSD

ALAMEDA UNIFIED SCHOOL DISTRICT

EXCELLENCE & EQUITY FOR ALL STUDENTS



GOAL 2

LCAP District-wide Goals

Goal 2



We work to build relationships between families, students, and staff to ensure schools are supportive, inclusive, and safe.

Our overarching approach to this goal is to create supportive, inclusive environments that:

- Foster students' feelings of safety and support within their school community
- Communicate student behavioral expectations, teach those behaviors and positively reinforce those behaviors through a cultural lens
- Provide families and school staff with opportunities to engage in workshops, feedback sessions and affinity groups designed to provide two-way communication on how to effectively partner to support student learning

LCAP GOAL 2

	Actions	Funding 25-26	What does this look like?
2.1	Provide Culturally Responsive family engagement and access	\$135,505	Interactive workshops, listening sessions, support for parent led DEI Roundtable groups, and community events for various affinity groups . This also includes 8,000 dollars to support families of unduplicated students' parent/guardians with the cost of fingerprinting.
2.2	Support school sites in common best practices across the district	\$61,737	Support school sites in common best practices across the district on how to engage and partner with families while providing families with the necessary information and tools to engage with our schools as educational partners. Support families' ability to navigate the various school systems to support meeting the individual needs of their students. Specific attention on supporting our African American families, LGBTQ youth and ELL students. In addition, we will increase support and focused practices for our families whose students are neurodiverse or have an individual education plan. We will provide families with the necessary information and tools to engage with our schools as educational partners and navigate the various special education and school systems to support meeting the individual needs of their students.
2.3	Implement a culturally responsive positive behavior support structure at all school sites that provide students with the opportunity to learn the expected behaviors and receive positive reinforcement for exhibiting those behaviors.	\$158,140	New AUSD Positive Behavior Discipline matrix has been created and implemented at all TK-12 schools sites with extensive inclusion of PBIS, Restorative Practices and culturally responsive behavior support; Accompanying school-wide lessons provided for grades 3-12 so that students are taught AUSD's expected positive behaviors (as outlined in the matrix; created by Student Services Coordinator and Program Manager) All 15 school sites have robust Culture & Climate teams (led by PBIS lead teacher and coached by Student Services Program Manager) who are responsible for creating the systems and support for teaching school-site specific behavior expectations and celebrating students meeting expectations. We have added Restorative Practices to the TFI rubric so as to be able to assess for fidelity of implementation (this assessment tool is administered by Student Services Program Manager) School staff continue to be trained in strategies for creating positive classroom culture, often by the Student Services Program Manager and Specific PD for classroom teachers on capturing students strengths and positive behaviors within referrals to intervention; coached and provided by Student Services Program Manager) Coaching for writing Tier 3 Behavior Support Plans (an essential element of SWPBIS) using asset-based language and family partnership.



GOAL 3

LCAP District-wide Goals

Goal 3



Every school provides the academic, social/emotional, and culturally responsive support each student needs to reach their academic goals.

The development of systems and structures to support our students academically, socially, and emotionally, especially those who have been marginalized historically. This includes providing teacher-led professional development and collaboration time so that our staff develop effective practices for supporting our students. It also includes maximizing overall staffing at schools in order to provide greater access to counseling and teachers. This strategy also provides teachers with more time to consult and plan with each other on how best to support students.

LCAP GOAL 3

	Actions	Funding 25-26	What does this look like?
3.1	Implement common teaming structures that are designed to monitor student progress and provide differentiated support when needed.	\$1,552,086	Provide additional staffing to support students access and participation in targeted interventions. As part of AUSD's MTSS strategic plan, COST teams are in place at all 15 school sites and led by TSAs who function as intervention leads These teams monitor school-wide student data in an effort to identify students in need of additional academic or behavioral support. They also triage referrals to intervention from staff and families, assign Tier 2 or 3 interventions as needed and monitor student progress in those intervention as applicable Intervention Leads and Instructional Coaches also provide direct student service in the form of small group intervention or 1:1 Tier 3 support(s) Student Services Program Manager provides ongoing coaching/support to COST teams and intervention leads throughout the school year. Runs end-of-year reports using "goals" tab of Aeries to monitor/adjust interventions being offered.
3.2	Targeted FTE to support English Learners	\$415,915	FTE allocations for Designated ELD and Literacy intervention sections above base allocation, allowing for lowered class sizes and proficiency-based scheduling. Also provides for sheltered courses for newcomers. *DA Action*

LCAP GOAL 3, cont...

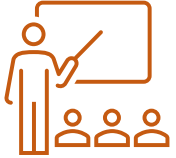
	Actions	Funding 25-26	What is resourced and what has changed
3.3	Provide expanded mental health services to support students' ability to access learning.	\$1,420,327	Each school site will make individual and group counseling referrals to Alameda Family Services (contracted mental health provider) through their COST meetings. School sites will have a link for self-referral to counseling services on their school website. Alameda Family Services will provide Case Management Services to identified families that need additional support with housing and basic needs. Alameda Family Services will collaborate with site administrators to provide professional development to staff around trauma-informed practices
3.4	Support schools with the highest unduplicated count	\$934,118	Provide additional staffing, materials, supplies, professional development, and professional services to increase student inclusion and acceleration with specific focus on our students who are identified as needing additional support on the California data dashboard. This includes additional administrative support, teen parenting and childcare, and AVID programs
3.5	Provide Mentoring and advising to support case management, family communication and direct intervention services for students who are identified as needing additional support on the California data dashboard.	\$818,156	Our Advisors are assigned to 2 elementary and 2 middle schools to assist with general education support and intervention. One wellness coordinator to support unhoused youth with case management and wrap services districtwide and All TK-12 schools are expected to identify focal students and provide wrap around support. Focal students can be student from the student group on the California dashboard indicated in red and or Black, Multi-Ethnic and or Latino students who are below the 50th percentile in STAR Reading and Math, Chronically Absent, and have 1 or more Office Referral/Suspension.



GOAL 4

LCAP Equity Multiplier Goal

Goal 4



Island High School has prioritized addressing the needs of historically underserved student groups, specifically Socioeconomically Disadvantaged (SED) students and Students with Disabilities (SWD), due to their low performance on key California School Dashboard indicators such as Graduation Rate and College/Career Readiness.

Eligibility	Accountability Requirements
Schools are identified based on both of the following: 1. Prior year non-stability rates greater than 25%, and 2. Prior year socioeconomically disadvantaged rates of greater than 70%	<ul style="list-style-type: none">• Develop LCAP focus goal aimed at improving outcomes at EM school• Include metrics for all instances of Red performance at EM school

School Name	Non-stability Rate	Socioeconomically Disadvantaged Rate	EM Entitlement
Island High (Continuation)	44.17%	75.83%	\$112,686

LCAP GOAL 4

	Actions	Funding 25-26	What does this look like?
4.1	Implement common teaming structures that are designed to monitor student progress and provide differentiated support when needed.	\$104,243	<p>The school recognizes that quantitative data alone isn't enough, and has engaged in continuous conversations with students, families, and community partners to uncover the deeper mindsets, practices, and structural issues contributing to these challenges. Key findings point to implicit and explicit bias, low academic rigor, and a core curriculum misaligned with post-secondary opportunities, all of which reflect systemic inequities and a limited vision for student success.</p> <p>Addressing these issues requires a comprehensive, systemic, and sustained effort, with a focus on improving relationships, shifting adult mindsets, and aligning curriculum and expectations with high academic standards.</p>

LCFF Supplemental

Program	Amount	FTE	Program	Amount	FTE
Targeted Intervention	\$ 1,649,834	10.67	Discretionary Funds for Schools	319,700	1.33
Instructional Coaches	1,012,278	7.00	Math Initiative	299,335	2.00
Equity and Inclusion			Data Research Dept	264,448	1.00
Scholar Staff & Student Advisors	818,156	4.55	EL Professional Development	174,716	1.00
Family Engagement	135,505	0.45	Differentiated Prof. Learning (186th Day)	383,349	
Additional Support at Paden & Love	174,154	1.60	Attract & Retain High Quality Staff	1,000,000	
Additional Support at Island	39,126	0.28	Increased FTE to support Eng. Learners	415,915	3.40
Additional Support at Encinal Jr/Sr	127,840	0.91	Mental Health Services (AFS)	289,237	0.40
Additional Support at Wood	66,316	0.88	Indirect Cost Transfer	607,607	
Vice Principals at Ruby & Love	331,412	2.00			
Total				8,108,928	37.47

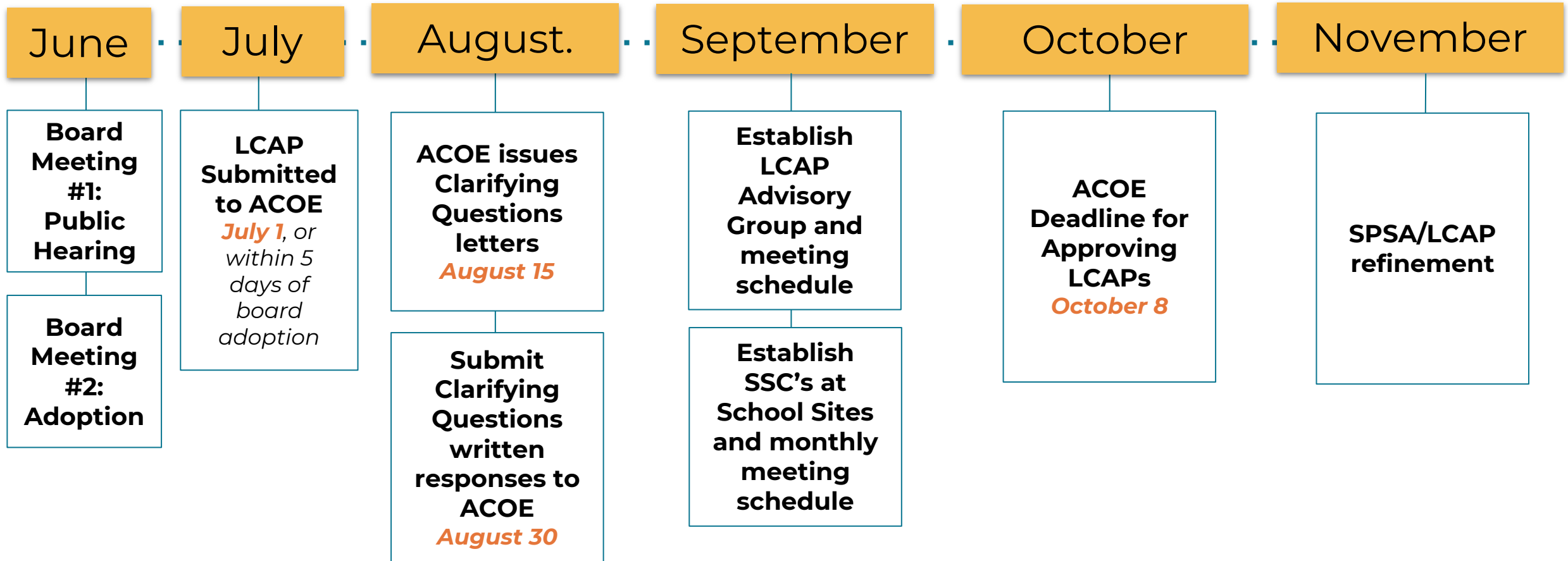
Community Advisory Role



Provide input as a representative group of stakeholders to inform the District's goals, actions, and services as articulated in districtwide plans such as the Strategic Plan, and the Local Control Accountability Plan (LCAP).

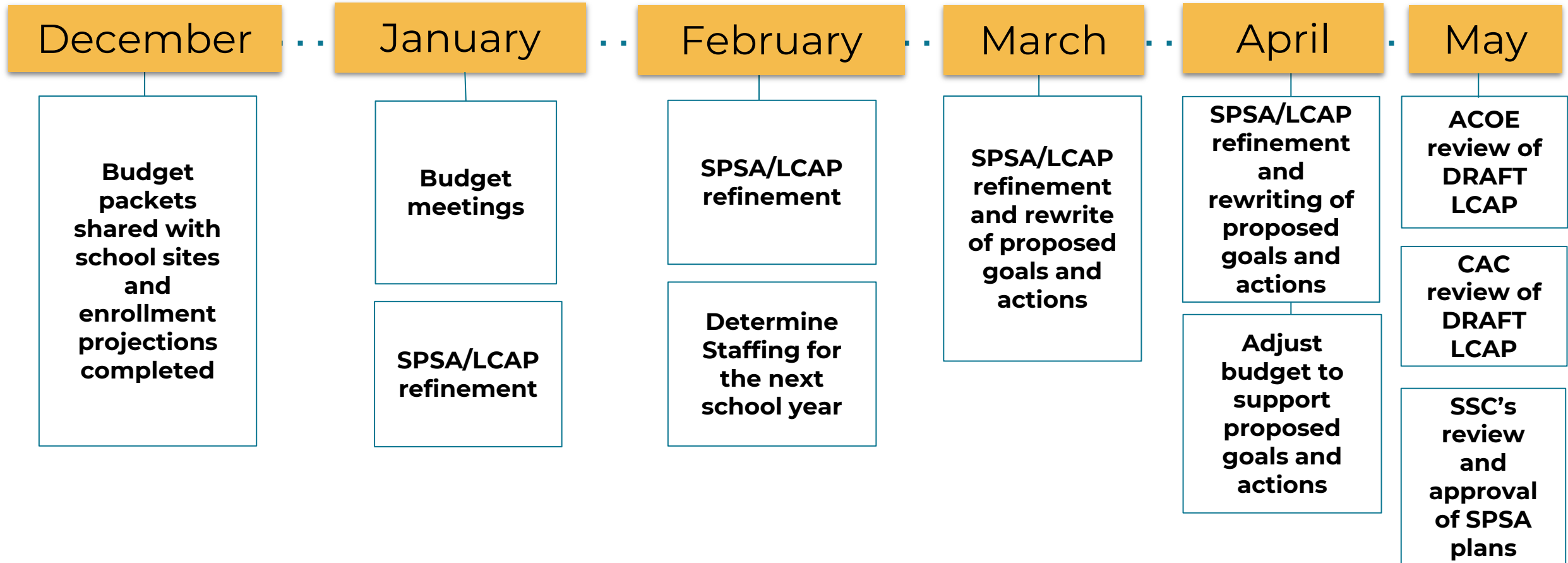
Annual LCAP: Statutory Deadlines

HIGH-LEVEL OVERVIEW



Annual LCAP: Statutory Deadlines

HIGH-LEVEL OVERVIEW




BOARD DISCUSSION

Kirsten Zazo 

510.337.7000 

KZAZO@ALAMEDAUNIFIED.ORG 

www.alamedaunified.org 

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Alameda Unified School District

CDS Code: 01 611190000000

School Year: 2025-26

LEA contact information:

Kirsten Zazo

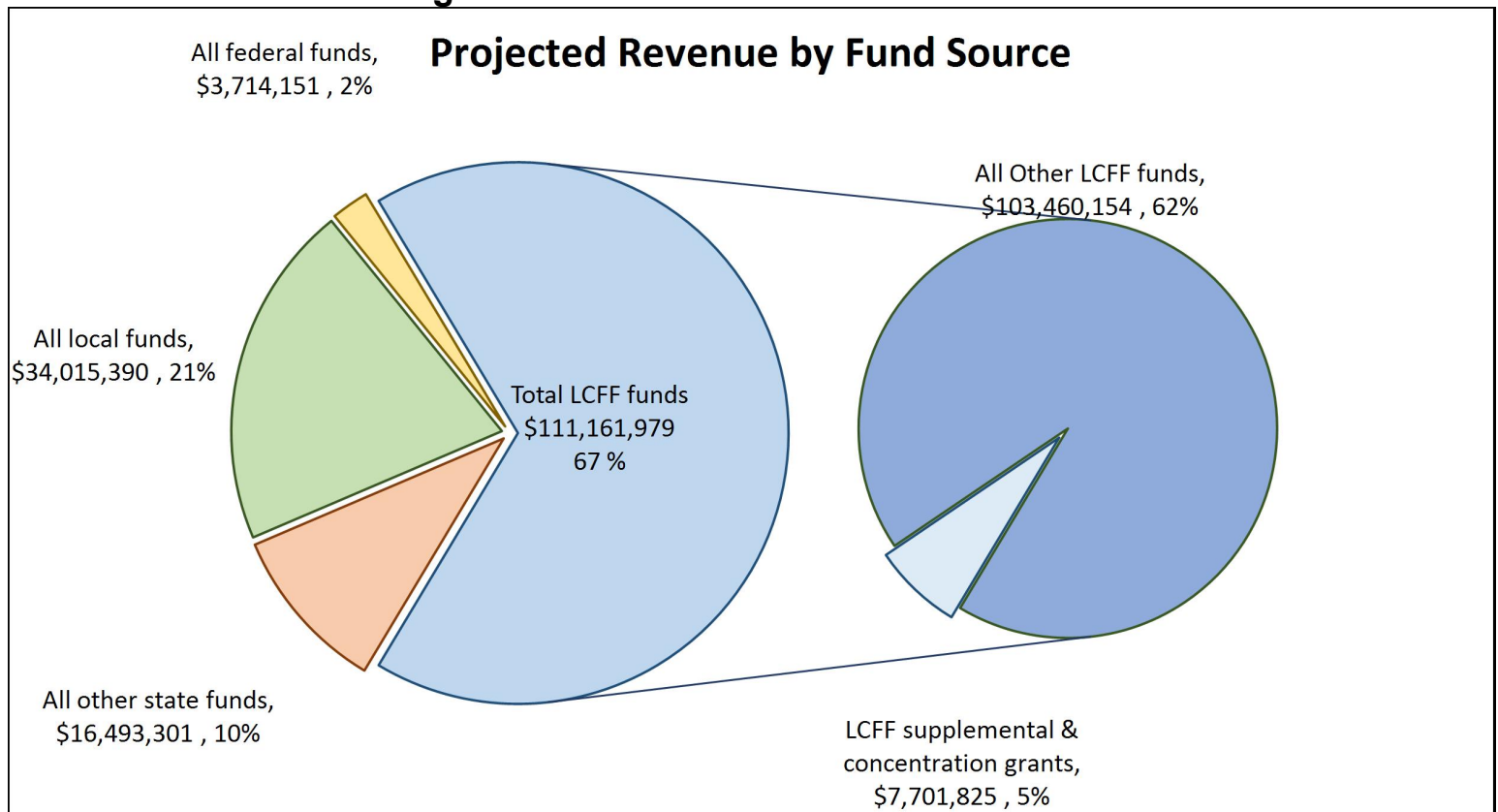
Assistant Superintendent of Educational Services

kzazo@alamedaunified.org

510-337-7095

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year

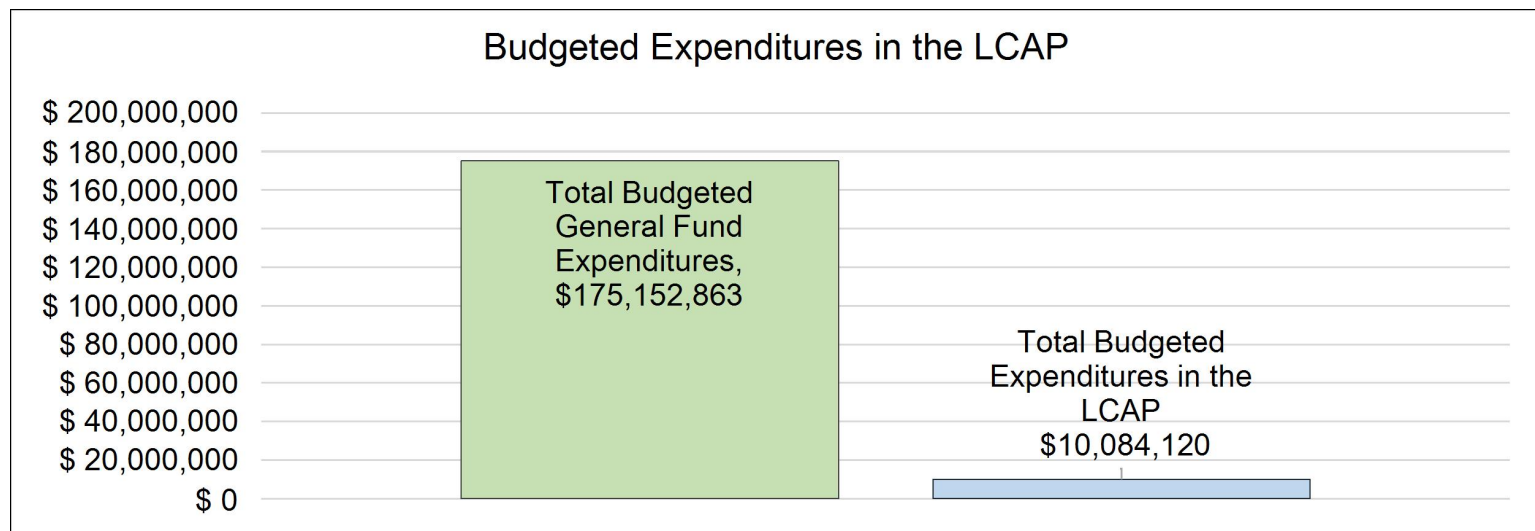


This chart shows the total general purpose revenue Alameda Unified School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Alameda Unified School District is \$165,384,821, of which \$111,161,979 is Local Control Funding Formula (LCFF), \$16,493,301 is other state funds, \$34,015,390 is local funds, and \$3,714,151 is federal funds. Of the \$111,161,979 in LCFF Funds, \$7,701,825 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Alameda Unified School District plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Alameda Unified School District plans to spend \$175,152,863 for the 2025-26 school year. Of that amount, \$10,084,120 is tied to actions/services in the LCAP and \$165,068,743 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

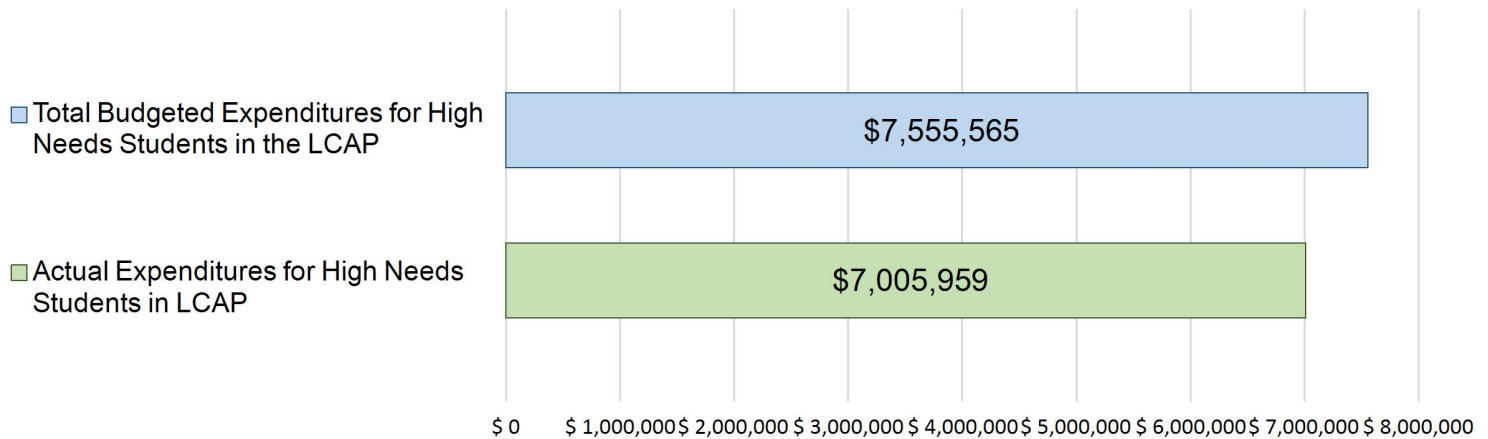
Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Alameda Unified School District is projecting it will receive \$7,701,825 based on the enrollment of foster youth, English learner, and low-income students. Alameda Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Alameda Unified School District plans to spend \$8,542,204 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25

Prior Year Expenditures: Increased or Improved Services for High Needs Students



This chart compares what Alameda Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Alameda Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Alameda Unified School District's LCAP budgeted \$7,555,565 for planned actions to increase or improve services for high needs students. Alameda Unified School District actually spent \$7,005,959 for actions to increase or improve services for high needs students in 2024-25.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Alameda Unified School District	Kirsten Zazo Assistant Superintendent of Educational Services	kzazo@alamedaunified.org 510-337-7095

Plan Summary [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Alameda's public schools have been educating Alameda's children since 1855, when the Schermerhorn School was built on Court Street between Van Buren and Jackson Street. Today, AUSD serves the needs of some 9000 students from preschool through high school. Those students reflect the diversity of our community and the San Francisco Bay Area region, with 36% being Asian, 29% white, 16% Hispanic, 8% Black/African American, and 9% of two or more races. About 27% of our students are low income and 17% are English learners. To serve this diverse community of learners, AUSD's, early childhood center, nine elementary schools, four middle schools, four high schools and adult school, offer a wide range of educational opportunities, including neighborhood schools, STEAM programs, intervention services, arts integration, and newcomer classes for students who have recently arrived in this country. Our high schools have strong Career Technical Education programs, including broadcast journalism, sports medicine, childcare, and genomics, as well as a full array of honors, AP, and visual and performing arts classes. Our continuation program at Island High School supports students needing support to graduate; our magnet high school – the Alameda Science and Technology Institute – offers an Early College Program that provides students opportunities to earn college credits and/or an Associate of Arts degree while still enrolled in high school.

In 2019, AUSD initiated the development of a new Strategic Plan to guide the goals and work of the district. A key part of that work was the revision of the district's Vision, Mission, and Guiding Principles.

Vision: Each and every child is compassionate, confident, and feels successful, academically prepared, and able to make meaningful, positive impact in their lives, the lives of others, and the world around them.

Mission: Alameda Unified School District is committed to upholding our community's core values of equity and excellence for every student by providing inclusive and safe conditions for learning that challenge and support every student to be culturally competent and prepared for

college, career, and community participation. We believe there is value in diversity, and that by providing equitable educational opportunities for all students, everyone can succeed.

Guiding Principles:

We believe that education should be student-centered and focused on the whole child.

We believe that social, emotional, and mental well-being are crucial to the success of students.

We believe that inequities exist within our current educational system and that it is our responsibility to diminish them.

We believe that students deserve the opportunity to explore and pursue their interests and that it is the responsibility of employees to support them in this.

We believe that clear and transparent communication with stakeholders is vital to the success of students.

We believe that staff and administration should work alongside stakeholders to ensure that students are being given the services they need and are being challenged appropriately.

In the fall of 2019, district staff, in consultation with a wide range of stakeholders, developed a "graduate profile," a composite of the global skills and dispositions we want for all graduates of our district. This vision of an AUSD graduate serves as a "north star," or student-centered guide, for the decisions and determinations being made in the development of the 2022 Strategic Plan and its accompanying focus areas, goals, and action plans. To develop the profile, district staff met with and surveyed staff, students, and community members to gather input on who we want our students to be upon graduation. After reviewing more than 500 graduate profile submissions, district staff developed a Graduate Profile that was presented to the Board of Education in December of 2019. A Graduate Profile is a composite of the global skills and dispositions a district wants for all of its students to develop by the time they graduate. While we understand that different students develop these characteristics and skills in different ways and along different timelines, our goal is for all of our graduates to have these abilities by the time they leave our district.

I Am College, Career, and Life Ready - Core Academic Knowledge & Life and Professional Skills

I Seek Opportunities and Challenges of Learning - Critical Thinker, Problem Solver, Ability to Stretch, Engage, & Persist

I Know Myself and Work Effectively With Others - Socially and Emotionally Aware & Effective Collaborator

I Build Community Through Understanding and Service - Cultural Intelligence & Civic Responsibility

AUSD's Strategic Plan consists of three "focus areas," each of which includes three to four goals. Each of those goals, in turn, includes a series of concrete actions we will take to achieve the goals. These focus areas, goals, and action steps were developed after significant engagement with staff, families, and the wider district community.

Focus Area 1 may sound simple, but the very first step we need to take to ensure equitable access to high-quality instruction for all of our students is to create a strong foundational program across all of our school sites and classrooms. From that foundation, we can then build programs to provide differentiated instruction and support for children with differentiated needs, including those with disabilities, those who are English learners, and those who traditionally have been underserved in the educational system. What do we mean by "strong foundational program"? Our goal is to work together as a community to develop or refine:

A clear and coherent curriculum (what students learn)

Dynamic lessons that incorporate many different modes and models of instruction (how students learn)

More purposeful reading, writing, and student discourse across all subject areas (how students talk about what they're learning)

A clear and family-friendly articulation of our standards and instructional strategies (how families understand what their children are learning)
A good analogy for this is a house. Our current program is like a house that has some really nice rooms (i.e., school programs and services) but the foundation needs some cracks filled, some leveling, and some reinforcement. . We want to strengthen the foundation of the district. Focal Area 1 actions include (but are not limited to) re-establishing a full-day kindergarten at all sites, developing a common TK-5 literacy framework, and updating 6-12 homework and grading policies to ensure our practices are constructive, researched-based, and student-centered.

Focus Area 2 concerns the development of systems and structures to support our students academically, socially, and emotionally, especially those who have been marginalized historically. This includes providing teacher-led professional development and collaboration time so that our staff develop effective practices for supporting our students. It also includes maximizing overall staffing at schools in order to provide greater access to counseling and teachers. One strategy for this will be the development of elementary schedules that allow our educators to provide extra support to students without pulling them out of their grade-level classes. This strategy also provides teachers with more time to consult and plan with each other on how best to support students. To provide additional support to African-American students, AUSD will pilot intensive mentoring at four schools in 2023-24 and is considering providing a specialized K-3 pathway specifically designed to help these students thrive in our schools.

Focus Area 3 concerns the maintenance and expansion of resources, talent management, and communications to further support Focus Area 1 (a strong foundational program) and Focus Area 2 (structures and systems of support).

Action areas for Focus Area 3 include:

Assessing and improving hiring practices and AUSD's work climate

Updating employee evaluation systems Providing our community with a layperson-friendly budget summary

Exploring hiring incentives for special education staff Continued improvements in technology

Articulating a district-wide communications plan

Amplifying student voice Expanding AUSD's strategies for engaging historically underserved families

Each of the goals and actions in Focus Area 3 are aligned with the other two Strategic Plan focus areas.

For 2024-25 School Year Island High was identified as a Equity Multiplier School. This was based on the indicators for Suspension, Graduation Rate and College/Career for Students With Disabilities and Socioeconomically Disadvantaged.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Historical Context and Strategic Plan

Alameda's public schools have been educating children since 1855, reflecting the diversity of the community and the San Francisco Bay Area region. AUSD serves approximately 9,000 students from preschool through high school, with a diverse student body including 36% Asian, 29% White, 16% Hispanic, 8% Black/African American, and 9% of two or more races. About 27% of students are low income and 17% are English learners.

To serve this diverse community, AUSD offers a wide range of educational opportunities, including neighborhood schools, STEAM programs, intervention services, arts integration, and newcomer classes. High schools provide strong Career Technical Education programs and a full array of honors, AP, and visual and performing arts classes. The continuation program at Island High School supports students needing additional help to graduate, while the Alameda Science and Technology Institute offers an Early College Program.

In 2019, AUSD initiated the development of a new Strategic Plan, revising the district's Vision, Mission, and Guiding Principles. The Vision emphasizes compassion, confidence, and academic preparedness, while the Mission focuses on equity and excellence for every student. The Guiding Principles highlight student-centered education, social and emotional well-being, and the importance of diminishing inequities. The Strategic Plan includes three focus areas:

Strong Foundational Program: Ensuring equitable access to high-quality instruction across all school sites and classrooms. This involves developing a clear and coherent curriculum, dynamic lessons, purposeful reading, writing, and student discourse, and family-friendly articulation of standards and instructional strategies.

Systems and Structures of Support: Developing effective practices for supporting students academically, socially, and emotionally, especially those who have been marginalized historically. This includes teacher-led professional development, maximizing staffing for greater access to counseling and teachers, and piloting intensive mentoring programs.

Resources, Talent Management, and Communications: Maintaining and expanding resources to support the foundational program and systems of support. This involves assessing and improving hiring practices, updating employee evaluation systems, providing budget summaries, exploring hiring incentives for special education staff, and expanding strategies for engaging underserved families.

Each focus area includes specific goals and action steps developed through significant engagement with staff, families, and the wider district community. These efforts aim to create a cohesive and supportive educational environment that addresses the needs of all students, particularly those who have been historically marginalized.

Performance Indicators

Suspension Rate: The overall suspension rate in AUSD is commendably low at 1.9%. However, it remains high for specific groups such as unhoused students, Long-Term English Learners, Foster Youth, and African American students, with rates ranging from 4.6% to 14.3%. This disparity highlights the need for targeted interventions to address the underlying causes of higher suspension rates among these groups.

Chronic Absenteeism: Chronic absenteeism has declined by 2.8% across the district, which is a positive trend. Despite this improvement, absenteeism remains high for certain groups, including Foster Youth, African American students, and other disadvantaged groups, with rates between 6% and 56.6%. Continued efforts are necessary to further reduce absenteeism and ensure consistent attendance for all students.

Graduation Rate: The graduation rate is high at 91.4%, indicating strong overall performance. However, this rate has been affected by data submission timeline issues and coding errors. When accounting for these issues, the true graduation rate hovers around 90%. This suggests that while the district is performing well, there is room for improvement in data management processes to ensure accurate reporting.

English Language Arts (ELA): The average distance from meeting the standard (DFS) in ELA is high at +37 points, with improvements seen for students identifying as Two or More Races, Asian, White, Students with Disabilities, and Socioeconomically Disadvantaged students.

However, significant challenges remain for African American students, English Learners, and Students with Disabilities, who have low or very low DFS scores. This indicates a need for focused support to help these groups improve their ELA performance.

Math: Similar to ELA, the average DFS in Math is high at +9.7 points, with improvements for Filipino students and Socioeconomically Disadvantaged students. Nonetheless, there are substantial challenges for Hispanic students, English Learners, and African American students, who have low or very low DFS scores. Targeted interventions are required to address these gaps and support students in achieving better math outcomes.

College and Career Indicator: The College and Career Indicator is high overall at 63.1%, with notable improvements for Students with Disabilities, African American students, White students, and students identifying as Two or More Races. However, the indicator remains low for African American students, Students with Disabilities, and English Learners, and very low for Long-Term English Learners. This suggests that while progress is being made, there is a need for continued efforts to support these groups in achieving college and career readiness.

Bright Spots

Suspension Rate: The suspension rate has declined across the district and for students identifying as Filipino, White, Two or More Races, Hispanic, Pacific Islander, and Students with Disabilities and Socioeconomically Disadvantaged students. This positive trend indicates effective strategies in reducing suspensions and promoting positive behavior.

Chronic Absenteeism: Chronic absenteeism has declined significantly across the district and for nearly all student groups except Foster Youth. This improvement reflects successful initiatives to encourage regular attendance and address barriers to consistent school participation.

Graduation Rate: The graduation rate is high across the district and has increased for unhoused students. This demonstrates the district's commitment to supporting all students in completing their education and achieving their academic goals.

ELA & Math: The overall DFS in ELA has increased, and Math performance has been maintained, with high scores for students identifying as Asian, White, Two or More Races, and Filipino. These bright spots highlight areas where students are excelling and can serve as models for strategies to improve performance in other groups.

College and Career Indicator: The College and Career Indicator is high overall and very high or high for students identifying as Asian, Filipino, White, or Two or More Races. This indicates strong preparation for post-secondary success among these groups.

UC/CSU Requirements: The percentage of graduates meeting UC/CSU A-G requirements has increased over the last five years for all student groups, ranging from +4% to +20%. This trend reflects the district's efforts to ensure students are well-prepared for higher education.

Opportunities for Growth

The 2023-24 California School Dashboard results highlight several areas for improvement within AUSD. Despite overall declines in suspension rates, disparities remain high for Black/African American students (6.6%), foster youth, Long-Term English Learners, homeless youth, and students with disabilities (4.6% to 14.3%). Addressing these disparities through targeted behavioral interventions and support systems is crucial. Chronic absenteeism rates, although significantly reduced by 2.8%, continue to be high among foster youth, homeless youth, students with disabilities, English learners, socioeconomically disadvantaged students, and migrant students (6% to 56.6%).

Implementing strategies to further engage families and support student well-being can help reduce absenteeism.

Graduation rates have improved overall, with a high rate of 91.4%, but equity gaps persist for Black/African American students (84.5%), American Indian/Alaska Native students, and Long-Term English Learners. Enhancing support programs to ensure all students have the resources needed to graduate is essential. College and career readiness has been maintained overall at 63.1%, yet specific student groups such as Black/African American students (30.9%), Students with Disabilities (20.5%), and Long-Term English Learners (9.8%) show lower readiness. Developing initiatives to better prepare these students for post-secondary opportunities is necessary.

Persistent achievement gaps in English Language Arts (ELA) and mathematics for socioeconomically disadvantaged students, Black/African American students, and Hispanic/Latino students indicate a need for targeted academic interventions and support. The average distance from meeting the standard (DFS) in ELA is high at +37 points, with improvements seen for students identifying as Two or More Races, Asian, White, Students with Disabilities, and Socioeconomically Disadvantaged students (+3 to +6.8 points). However, significant challenges remain for African American students (-49.4 points), English Learners (-21.4 points), and Students with Disabilities (-70.5 points). Similarly, the average DFS in Math is high at +9.7 points, with improvements for Filipino students (+2.9 points) and Socioeconomically Disadvantaged students (+5.8 points). Nonetheless, there are substantial challenges for Hispanic students (-42.6 points), English Learners (-37.8 points), and African American students (-98.6 points). Targeted interventions are required to address these gaps and support students in achieving better math outcomes.

Additionally, the percentage of students reaching Overall Performance Level 4 for the Summative ELPAC has decreased, highlighting the need to focus on improving English language proficiency and reclassification rates for English learners. The College and Career Indicator is high overall at 63.1%, with notable improvements for Students with Disabilities (+8.8%), African American students (+9.6%), White (+2.4%), and Two or More Races (+6.7%). However, the indicator remains low for African American students (30.9%), Students with Disabilities (20.5%), and English Learners (22.2%), and very low for Long-Term English Learners (9.8%).

Incorporating areas of the strategic plan, AUSD can improve upon its foundational program by ensuring equitable access to high-quality instruction across all school sites and classrooms. This involves developing a clear and coherent curriculum, dynamic lessons, purposeful reading, writing, and student discourse, and family-friendly articulation of standards and instructional strategies. Enhancing systems and structures of support is also vital, including teacher-led professional development, maximizing staffing for greater access to counseling and teachers, and piloting intensive mentoring programs. Maintaining and expanding resources, talent management, and communications will further support the foundational program and systems of support. This involves assessing and improving hiring practices, updating employee evaluation systems, providing budget summaries, exploring hiring incentives for special education staff, and expanding strategies for engaging underserved families.

By addressing these areas and building on the bright spots, AUSD can ensure equitable and high-quality education for all students. The strategic plan provides a clear roadmap for achieving these goals, emphasizing strong foundational programs, systems of support, and effective resource management.

CA Dashboard Lowest Performance Levels from 2023 Dashboard:

For a detailed listed please see our index for 2024-25 LCAP Required Actions: Alameda Unified.

Alameda Unified School District currently has no unspent LREBG funds.

Summary

AUSD has shown strong performance in several areas, including suspension rates, chronic absenteeism, graduation rates, and college/career readiness. However, significant opportunity gaps persist, particularly for African American students, English Learners, and students with disabilities. The district's strategic focus on improving conditions and outcomes for these groups is crucial for continued progress. By addressing these disparities and building on the bright spots, AUSD can ensure equitable and high-quality education for all students. The Strategic Plan provides a clear roadmap for achieving these goals, emphasizing strong foundational programs, systems of support, and effective resource management.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Alameda Unified School District was identified with district-level students groups that were identified as Red on the performance level across two different State Priority Areas on the 2024 California School Dashboard. The qualifying groups of students are Foster Youth and LTEL. The qualifying indicators for Foster Youth were Chronic Absenteeism and Suspension. For LTEL, ELA/Math, ELPI, Suspension and College and Career.

Our current population of identifying as Foster Youth students are a small group where we are using a case management approach to address their indicators and do not require support from Alameda County Office of Education (ACOE). We are partnering to support our LTEL with the ACOE: Differentiated Assistance through monthly meetings to discuss and implement strategies based on our work together.

Action 3.2 will be used to implement DA work to help refine our work with LTEL

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Alameda Unified School District does not have any schools that have been identified by the US Department of Education for Comprehensive Support and Improvement. Therefore this section has been intentionally left blank.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Alameda Unified School District does not have any schools that have been identified by the US Department of Education for Comprehensive Support and Improvement. Therefore this section has been intentionally left blank.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Alameda Unified School District does not have any schools that have been identified by the US Department of Education for Comprehensive Support and Improvement. Therefore this section has been intentionally left blank.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Parents	See Narrative below
Students	See Narrative below
Teachers	See Narrative below
Principals and Administrators	See Narrative below
Other School Personnel	See Narrative below
Local Bargaining Units	See Narrative below
Parent Advisory Committee	See Narrative below
English Language Parent Advisory Committee	See Narrative below
Special Education Local Plan Area (SELPA) Administrator	See Narrative below

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The Educational Partner engagement process has been and remains critical to AUSD's annual implementation, monitoring, and revision of the LCAP and creation of the district's strategic plan. During 2023-24 school year stakeholders were engaged across a range of topics in a variety of contexts, with each contributing to their respective decision-making scope and the aggregate of their efforts defining the district's goals and actions within the district's LCAP. AUSD has continued to allocate significant discretionary funding to school sites to implement their site specific plans. As a result, the stakeholder engagement that occurs at sites represents a major component of the overall LCAP consultation/engagement. Within school sites, the following groups are key components of the planning process:

1. School Site Council (SSC) and, where applicable, Title 1 committee
2. English Learner Advisory Committee (ELAC)
3. Parent Teacher Association (PTA)

4. Site Instructional Leadership Team
5. Comprehensive Coordinated Early Intervening (CCEIS)

While other groups contribute to the development, implementation, and monitoring of the site plan, these five are the core groups impacting the annual strategic planning process at school sites. The above groups meet monthly with the SSC as the primary body governing the Single Plan for Student Achievement (SPSA). The ELAC focuses on issues pertinent to English Learners, the PTA is a driver of enrichment and supplemental opportunities, and the Instructional Leadership Team guides major decision-making from a staff level. Other groups of note at some, but not all, sites include booster organizations for music and athletics, Diversity/Equity/Inclusion committees, Student Councils/Leadership groups, and departments/grade level teams. All these groups have the capacity to relay input to the leadership structure and in turn impact the overall site vision. Specific actions/services within SPSAs are represented in this LCAP throughout the actions and services within each of the four goal areas.

1. The following districtwide engagement processes contributed to the overall district decision-making leading to the 2024-25 LCAP goals, actions, and services. Several of these groups, by virtue of their construction, include representatives of unduplicated student groups as well as other key student groups for which the district is focusing efforts. These include the District English Language Advisory Committee (DELAC) representing English Learners and the Alameda Community Advisory Committee. This group brings together key members of the many groups working in parallel. These include the multiple districtwide roundtable leads, school-site equity/inclusion groups, ASPED, DELAC, PTAC, Labor partner leads, student board members and site administrators. This group has continued to serve as the district's unified Parent Advisory Committee as it has a specific structure ensuring representation of parents/guardians across the range of existing groups/committees.

2. Comprehensive Coordinated Early Intervening (CCEIS): Alameda Unified School District (AUSD) was found significantly disproportionate in the over-identification of African American students for Special Education, specifically in the Category of Other Health Impaired (OHI). It should also be noted that while African American students make up 5% of the district's student enrollment, African American students make up 25% of those receiving Special Education Services. AUSD is now on the 3rd plan mandated by the state of California to implement activities that aim to disrupt this trend. These activities have been co-created by AUSD leadership, teachers, staff, and parents.

3. District English Language Advisory Committee (DELAC) and Site English Language Advisory Committees (ELACs): The DELAC meets every other month to review data, research, and major themes in the district that are affecting English Learners. The DELAC also explicitly reviews LCAP documents. The DELAC includes representatives from all school sites emphasizing parents/guardians and educators. Representatives from school sites provide voice for the individual, site-based ELACs that meet to engage in similar review of data and conduct needs assessments at each school. Particularly at schools with large English Learner populations, the ELAC serves a large role in discussing school program implementation and the impacts on the English Learner experience.

4. Employee Engagement: Alameda Education Association Committees (Academic Committee, Special Education, and Technology) Per the teacher contract, specific committees are convened to collaborate on topic-specific issues. The Academic committee has met several times this year to give input on a variety of topics including professional development, priority actions, and instructional focus. The Technology Committee convened several times to discuss the impact of various technology implementations on staff and how to best support them through training and communication. All contractual committees have defined compositions that include required participation from AEA and AUSD staff. The superintendent routinely meets with bargaining group leaders across the three units (AEA, CSEA 27, CSEA 860). These

meetings allow for direct input from bargaining group leaders on behalf of their membership. Bargaining group leaders also have regular meetings with the Assistant Superintendent of Human Resource. Both venues result in relaying input to the Executive Cabinet, the Board of Education, and district staff.

5. Board of Education: This year, the board began reviewing the LCAP in relationship to the strategic plan in August of 2023. The School Board's goal was to align resources to support priority actions. The board engaged in a 4-part series on the LCAP/Strategic plan, which included updates and progress monitoring on actions in the LCAP. These decisions were made with a substantial amount of educational partner feedback. The Board of Education also operates a range of committees, several of which provide the public opportunities for engagement on agenized topics. These committees include, but are not limited to:

Board Policy Subcommittee: Reviews recommended changes to Board Policies. Recent discussions have included all aspects of School Climate

City/School Joint Committee: Informational discussions facilitated by the Mayor/City Manager and Board President/Superintendent on areas of mutual interest

Alameda Collaborative for Children, Youth, and Families (ACCYF): Joint committee of the city, county, and district focused on improving opportunities for Alameda Youth

AUSD/Peralta Community College Joint Subcommittee: Information discussions facilitated by AUSD Superintendent and Board Members and Peralta Community College Trustee(s) on areas of mutual interest

6. In addition, the district has continued and expanded several working groups consisting of teachers, administrators, and sometimes students. These working groups were developed to construct shared understanding, goals and have multiple perspectives to improve student learning. These groups are constructing implementation plans for future work connected to the strategic plan. These working groups met monthly and included:

Elementary Early Literacy Framework: focused on designing an Early Literacy framework for training and supporting early elementary teachers throughout the district

The Universal TK Planning Team: focused on planning for the implications of implementing universal TK

PLC Leader Community of Practice: Designed to support the implementation of Collaboration

The ELL Master Plan Committee: focused on crafting a district ELL Master Plan that is both compliant with state mandates and offers a vision and roadmap for English Language Learner success in AUSD

AUSD EdTech Team, develops and implements professional development and makes recommendations on instructional technology to district staff

Math Task Force: focused on developing the common approach to instruction, curriculum implementation, and class progressions in mathematics across secondary sites

Assessing Students Accurately: focused on changing grading practices to be standards based and equitable

Alignment Leadership Team (ALT): This group meets monthly to engage in professional development to support the district's overall implementation of teaming structures that support the priority practices. During the 2023-24 school year the group consisted of Educational Services staff, site administrators, instructional coaches, intervention leads, and – at specific meetings – lead teachers from school sites.

7. Measure A and Measure B1 Oversight Committee: This group meets regularly to oversee the Measure A and Measure B1 parcel tax plan. This includes funding for many core instructional programs. The committee routinely reports to the board of education. Facilities Bond Oversight Committee: Manages the implementation of the bond. As the district's facilities bond plan is implemented, a design committee is

setup at each school to ensure that the plan is representative of the community's values and needs. These meetings occur in the evening with staff, parents/guardians, and community members invited. Results of the meetings are presented to the board of education.

8. Community Roundtables and Parent Support Groups: These groups meet monthly and are chaired by a community member. They are supported by the district in the provision of meeting space and generally have one or more district staff who attend. Alameda Mosaic: Composed of community members. The mission of Alameda Mosaic is to provide a forum for families of African American/Black/ Multiethnic students to share their voices, become more knowledgeable about district resources and how to navigate the complex educational landscape in order to advocate more effectively for their students. Their goal is to create a supportive environment that uplifts families, promotes their healing and focuses on equity, inclusion and ensuring equal access to high quality educational opportunities for African American/Black/ Multiethnic students. ALCANCE: This group brings together community members and staff to specifically address the experience of Hispanic/Latino students and families in the district. They meet to review data, engage in professional learning, and make recommendations to staff. The group meets monthly. Asian Pacific Islander Roundtable (APIR): This group formed in 2018-19 and has met monthly and is a multi-ethnic and multi-generational round table strives to meaningfully uncover API narratives and actively advocate for the academic success and social-emotional well-being of our API students and families. The group includes parents/guardians, students, and staff. LGBTQ Roundtable: This group was formed in 2012 and consists of community members, staff, students, and parents/guardians. It has led efforts to provide support to LGBTQ youth, families and staff and expand awareness of LGBTQ issues to all community members. It has been instrumental in leading the district's 'Everyone Belongs Here' campaign and providing momentum to the district's efforts to reexamine protected class curriculum. Jewish Roundtable is active again. Muslim Roundtable has just been formed. Alameda Special Education Family Support Group (ASPED) This committee of the Alameda PTA Council meets monthly to convene parents/guardians across sites. ASPED was created by parents/guardians and strives to support families, build community, and promote communication with the Alameda Community. Their mission is to share information, foster open communication, and support our children to actively participate in the community. This groups has not been as active this year.

9. SELPA and Special Education Steering Committee: This is a group made up of parents, teachers, and special education administrators to provide direction on the implementation of the Special Education Strategic plan and in upcoming years will monitor the special education actions in the LCAP. The SELPA director also consults on agenda items and has attended some of these meetings to ensure alignment with the actions in the LCAP with the North Region SELPA.

10. Students: We held several listening sessions at our secondary schools with a diverse group of representative students as well as conducted a student specific survey on the LCAP. Students also serve on many of the above committees.

10. In addition to the groups above, the district engaged in many targeted sessions, including multiple methods (in person and online) with teachers, students, office staff, and families to get specific feedback on the strategic plan goals and priority actions and resource allocation for the LCAP.

11. A yearly survey was also done to support feedback on the current LCAP.

Summary of Feedback Through the Educational Partner engagements, student outcome data was reviewed, root causes were considered, and findings were formulated. From the findings, staff generated goals, focus areas, priority actions and recommendations for

implementation. The AUSD community - students, parents/guardians, staff - engaged in many targeted sessions including multiple methods (in person, online, and through surveys) with teachers, students, office staff, and families to get specific feedback on the strategic plan's goals and priority actions and resource allocation for the LCAP.

Patterns of feedback:

From students:

Engagement & Interactivity

Students consistently emphasized the need for:

Hands-on activities and interactive learning

Fun and engaging projects

Real-world applications in lessons

Collaborative group work

Technology integration to enhance learning

Examples:

“More hands-on activities and less worksheets.”

“Make learning more explorative and rigorous.”

“Create fun, engaging projects.”

“Focus on diverse learning activities that encourage active participation.”

2. Student-Centered Learning

Students want:

Choice and voice in how they learn

Opportunities for collaboration and participation

Flexibility to work independently or in groups

Examples:

“Let students choose between group or solo work.”

“Encourage students to try new things and make mistakes.”

3. Supportive Environment

Students highlighted the importance of:

Emotional and academic support

Understanding and approachable teachers

Safe and welcoming classrooms

Examples:

“Make students feel comfortable to ask questions.”

“Teachers should be more supportive and less judgmental.”

4. Real-World Connections

Students value:

Lessons that relate to life outside school

Practical applications of academic content

Career-relevant skills

Examples:

“Teach us stuff that will benefit us more in adult life.”

“Incorporate examples into lessons to make them apply to the real world.”

5. Critical Thinking

Students want:

Challenging tasks that promote deeper thinking

Opportunities to analyze, reflect, and problem-solve

Examples:

“Teach us to actively question and ponder the world.”

“Build critical thinking skills through discussion and debate.”

6. Variety in Teaching Methods

Students asked for:

Multiple learning styles (visual, auditory, kinesthetic)

Less reliance on lectures and slideshows

More diverse instructional strategies

Examples:

“Use a mix of visuals, hands-on activities, and technology.”

“Not every student learns the same way.”

7. Teacher Quality

Students expressed concerns about:

Inconsistent teaching quality

Unfair grading practices

Lack of engagement from some teachers

Examples:

“Some teachers don’t teach and just give tests.”

“We need better-trained and more engaging teachers.”

From Families:

1. Student Engagement & Learning

Preferred Methods: Strong support for project-based, hands-on, and real-world learning.

Challenges: Concerns about boredom, lack of academic rigor, and over-reliance on screens.

Suggestions:

Smaller class sizes.
More advanced or differentiated instruction.
Integration of arts, STEAM, and outdoor learning.

2. Communication & Relationships

Positive Feedback: Appreciation for tools like ParentSquare and newsletters.

Concerns:

Inconsistent or delayed communication from teachers and administrators.

Lack of proactive updates on student progress.

Suggestions:

More frequent parent-teacher conferences.

Student-led conferences and family learning nights.

Transparent, two-way communication channels.

3. Support for Diverse Needs

Special Education & IEPs:

Many families report difficulty accessing or implementing IEPs.

Need for more trained staff, paras, and counselors.

Academic Support:

Requests for tutoring, after-school programs, and enrichment for advanced learners.

Social-Emotional Learning (SEL):

Emphasis on mental health, trauma-informed care, and restorative practices.

4. Safety & Inclusivity

Safety Concerns:

Reports of fighting, bullying, and lack of supervision, especially at middle schools.

Suggestions for more security cameras, staff presence, and clearer discipline policies.

Inclusivity:

Calls for culturally responsive teaching, celebration of diversity, and affinity spaces.

Mixed views on how identity topics (e.g., race, gender) are handled in classrooms.

5. Teacher Quality & Accountability

Praise: Many families highlighted exceptional teachers and counselors.

Concerns:

Variability in teacher quality.

Lack of accountability for underperforming staff.

Suggestions:

More professional development, peer mentoring, and feedback systems.

6. Administrative & Policy Feedback

Equity in Resources:

Concerns about disparities between schools, especially those with less active PTAs.

Policy Critiques:

Mixed reactions to Grading for Equity and homework policies.

Requests for more transparency in decision-making and budgeting.

7. Extracurriculars & Community Building

Popular Suggestions:

More field trips, guest speakers, school events, and clubs.

Opportunities for parent involvement beyond fundraising.

From Staff:

1. Engagement

Staff emphasized the importance of:

Smaller class sizes to allow for deeper engagement

Creative and interactive lessons (e.g., games, outdoor activities)

Professional development to support engaging pedagogy

Consistent instructional expectations across sites

Representative feedback:

“Smaller class sizes would go a LONG way in giving teachers the space to employ engaging pedagogy.”

“Favorite class... was engaging, fun, loud... pulled us away from the boring lesson.”

“Ensure that teachers are trained and actively practicing strategies that engage students.”

2. Multiple Learning Modalities

Staff supported:

Hands-on, visual, auditory, and kinesthetic learning

Technology integration to support diverse learners

Thematic and project-based learning

Representative feedback:

“Provide teachers paid time to meet and discuss how they utilize student discourse throughout the day and across all curriculum strands.”

“Give teachers the time, training, and freedom to teach thematic lessons.”

3. Student Talk

Staff highlighted:

Student discourse as a key to deeper understanding

Classroom culture that encourages participation

Training for teachers to facilitate meaningful discussions

Representative feedback:

“Student talk helps them learn from each other.”

“Teachers are not including student talk/discourse in their classrooms.”

4. Critical Thinking

Staff emphasized:

Challenging curriculum that promotes analysis and problem-solving

Opportunities for students to reflect and explain their thinking

Cross-disciplinary connections

Representative feedback:

“Let students talk and share ideas in class.”

“Use real-world examples to help students think critically.”

5. Real-World Connections

Staff encouraged:

Project-based learning tied to real-life applications

Guest speakers and community involvement

Curriculum that reflects students’ lives and interests

Representative feedback:

“Bring in companies and people from the real world to show and present data.”

“Use group work, hands-on activities, and let them talk and share ideas.”

6. Relationship-Building

Staff noted:

Trust and connection between students and teachers as essential

Classroom culture that supports risk-taking and collaboration

Time for teachers to know their students

Representative feedback:

“Students need to feel like people will miss them if they do not attend school.”

“Greeting students at the door and building community in class matters.”

Most of the feedback aligned to three goals;

Goal 1: Create and Improve the foundational education program where student’s daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and clear policies.

Goal 2: Build relationships between families, students, and staff to ensure schools are supportive, inclusive, and safe.

Goal 3: Every school and teacher provides the academic, social/emotional, and culturally responsive support each student needs.

We used the trends from all the feedback to shape actions underneath each goal to fine tune individual actions to align with the feedback given from all stakeholders.

Equity Multiplier Engagement for Island High

To engage stakeholders, the school conducted a comprehensive process across multiple forums, including:

School Site Council (SSC) – Quarterly, with admin, staff, parents, and students
ALT (Academic Leadership Team) – Monthly, with teacher leaders and admin
SLT (School Leadership Team) – Biweekly, with admin and certificated staff
Climate and Culture Meetings – Monthly, with certificated and classified staff
COST (Coordination of Services Team) – Monthly, with certificated and classified staff
Weekly Schoolwide Staff Meetings – Including certificated staff, classified staff, and community members
This engagement aimed to collaboratively address equity gaps and improve outcomes for targeted student populations.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Create and Improve the foundational education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student learning is driven by grade-level standards and tasks that support critical thinking, connections to real world concepts and developing healthy relationships.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
 Priority 2: State Standards (Conditions of Learning)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 5: Pupil Engagement (Engagement)
 Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

Our goal is to work together as a community to develop or refine:
 A clear and coherent curriculum (what students learn)
 Dynamic lessons that incorporate many different modes and models of instruction (how students learn)
 More purposeful reading, writing, and student discourse across all subject areas (how students talk about what they're learning)
 A clear and family-friendly articulation of our standards and instructional strategies (how families understand what their children are learning)
 We need to ensure equitable access to high-quality instruction for all of our students to create a strong foundational program across all of our school sites and classrooms. From that foundation, we can then build programs to provide differentiated instruction and support for children with differentiated needs, including those with disabilities, those who are English learners, and those who traditionally have been underserved in the educational system.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	ELA SBAC*	ELA 22-23 Actual: All +32.83 EL -109.49	2023-24 Actual: All +34.52 EL -119.09		2026-27 Target: All +35 EL -85	All 1.69 EL -9.6 SED 4.86

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		SED -11.16 SWD -85.59 HY -72.35 AA --25.56 A +45.79 FIL +4.88 H/L -3.15 PI -27.65 Multi +48.49 White +50.02	SED -6.3 SWD -77.57 HY -102.91 AA -50.89 A +51.64 FIL +19.76 H/L -7.52 PI -31.85 Multi +50.6 White +55.7		SED +1 SWD -75 HY -65 AA +1 A +46 FIL +10 H/L +10 PI +1 Multi +50 White +50	SWD 8.02 HY -30.56 AA -25.33 A 5.85 FIL 14.88 H/L -4.37 PI -4.2 Multi 2.11 White 5.68
1.2	High School Graduation Rate*	2022-23 Four Year Graduation Rate (Data Quest) All 94.9% English Learners 88.8% Socio Economically Disadvantaged 92.6% Students With Disabilities 75.6% Homeless Youth 86.7% African American 87.5% Asian 97.2% Filipino 97.9% Hispanic or Latino 92.2% Pacific Islander * Two or More 91.4% White 96.3% Not Reported * *cohort is less than 10 students	2023-24 Four Year Graduation Rate (Data Quest) All 91.2% English Learners 82.5% Socio Economically Disadvantaged 87.7% Students With Disabilities 67.9% Homeless Youth * African American 83.6% Asian 93.5% Filipino 97.9% Hispanic or Latino 86.9% Pacific Islander * Two or More 89.9% White 93.5%		2026-27 Target: All 96% English Learners 90% Socio Economically Disadvantaged 94% Students With Disabilities 80% Homeless Youth 90% African American 92% Asian 98% Filipino 98% Hispanic or Latino 94% Pacific Islander * Two or More 93% White 97% Not Reported * *cohort is less than 10 students	All: -3.7% English Learners: -6.3% Socio Economically Disadvantaged: -4.9% Students With Disabilities: -7.7% Homeless Youth: N/A African American: -3.9% Asian: -3.7% Filipino: 0% Hispanic or Latino: -5.3% Pacific Islander: N/A Two or More: -1.5% White: -2.8%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			*Not Reported cohort is less than 10 students			
1.3	Math SBAC*	Math 22-23 Actual: All +6.57 EL -101.04 SED -42.84 SWD -105.12 HY -112.04 AA -70.7 A +36.66 FIL -16.51 H/L -44.93 PI -88.05 Multi +25.19 White +23.26	Math 2023-24 Actual: All +7.38 EL -113.97 SED -37.12 SWD -106 HY -155.5 AA -98.63 A 38.3 FIL -17.66 H/L -46.8 PI -17.66 Multi 29.33 White 25.82		2026-27 Target: All +10 EL -85 SED -25 SWD -85 HY -85 AA -25 A +40 FIL +1 H/L -25 PI -50 Multi +26 White +26	All +0.81 EL -12.93 SED 5.72 SWD -0.88 HY -43.46 AA -27.93 A 1.64 FIL -1.15 H/L -1.87 PI +70.39 Multi +4.14 White +2.56
1.4	Math Early Assessment Program *	2022-23 All 47.14% SED 34.87% EL 14.81% SWD 13.84% HY * AA 14.28% Asian 62.36% Filipino 34.78% H/L 28.35% White 53.77% Multi 55.55%	2023-24: All 48% EL 5% SED 31% SWD 14% HY * AA 7% A 64% FIL 37% H/L 24% PI * Multi 51% White 57%		2026-27 Target: All 55% SED 40% EL 20% SWD 20% HY * AA 20% Asian 70% Filipino 40% H/L 35% White 60% Multi 60%	All 0.86% EL -9.81% SED -3.87% SWD 0.16% HY * AA -7.28% A 1.64% FIL 2.22% H/L -4.35% PI * Multi -4.55% White 3.23%"
1.5	ELA Early Assessment Program	2022-23 All 75.82% SED 62.64%	2023-24 All 73.09% SED 61.47%		2026-27 Target: All 80% SED 70%	All -2.73% SED -1.17% EL -1.17%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		EL 14.81% SWD 34.33% HY * AA 47.73% Asian 80.59% Filipino 80.85% H/L 64.57% White 81.59% Multi 84.94%	EL 13.64% SWD 29.73% HY * AA 44.45% Asian 83.69% Filipino 80.85% H/L 58.40% White 79.14% Multi 71.74%		EL 20% SWD 40% HY * AA 60% Asian 85% Filipino 85% H/L 75% White 85% Multi 85%	SWD -4.60% HY * AA -3.28% Asian +3.10% Filipino 0.00% H/L -6.17% White -2.45% Multi -13.20%
1.6	CA Standards Aligned Classroom Tasks - Percentage of classroom tasks that are standards aligned on walkthrough tool	23-24 100% of schools are conducting walkthroughs with their own walkthrough tools. Our next steps is to decide if we want common questions in the tool to collect together.	24-25 100% of schools are conducting walkthroughs with their own walkthrough tools		2026-27 Target: 100% of schools are conducting walkthroughs with their own walkthrough tools	0%
1.7	PLC Leader impact survey % of positive responses of the PLC leader survey	This is a new survey and will be issued in 2024 to establish the baseline.	2024-25 88%		average of all scores reporting yes will be greater than 80%	This is a new survey and will be issued in 2024 to establish the baseline.
1.8	AUSD Teacher impact survey % of positive responses on the teacher survey	Fall 2024 My colleagues and I have shared goals so that we can support each other to create impact. 93.95% My colleagues and I discuss equity issues within our learning	Spring 2024 My colleagues and I have shared goals so that we can support each other to create impact. 90.43% My colleagues and I discuss equity		2026-27 Target: 80% of respondents on all questions will respond with strongly agree and/or agree to all questions	Percent away from 80% +10.43% +4.16% -0.13% +5.81% +1.52% +3.83% +1.19% +9.11% -3.10%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>community, including issues of bias and racism and the experiences of our most marginalized students. 78.23%</p> <p>My colleagues and I support each other to question biases or assumptions that are getting in the way of equitably serving all students. 74.19%</p> <p>During collaboration, I vulnerably share authentic dilemmas of practice. 83.06%</p> <p>My team uses collaborative structures or protocols that ensure equity of voice during collaboration. 81.45%</p> <p>I share data with colleagues that helps me identify ways to improve my practice. 79.44%</p> <p>Administrators and teacher leaders at my site work in partnership</p>	<p>issues within our learning community, including issues of bias and racism and the experiences of our most marginalized students. 84.16%</p> <p>My colleagues and I support each other to question biases or assumptions that are getting in the way of equitably serving all students. 79.87%</p> <p>During collaboration, I vulnerably share authentic dilemmas of practice. 85.81%</p> <p>My team uses collaborative structures or protocols that ensure equity of voice during collaboration.</p>			<p>+13.40%</p> <p>+4.62%</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>to design and lead professional learning. 79.84%</p> <p>I collect data that helps me to see and understand my students' daily experiences. 87.10%</p> <p>I feel empowered to push my colleagues' thinking in order to deepen their understanding of their students' needs. 71.37%</p> <p>I believe that my colleagues and I can make a difference for our historically marginalized students. 91.53%</p>	<p>81.52%</p> <p>I share data with colleagues that helps me identify ways to improve my practice. 83.83%</p> <p>Administrators and teacher leaders at my site work in partnership to design and lead professional learning. 81.19%</p> <p>I collect data that helps me to see and understand my students' daily experiences. 89.11%</p> <p>I feel empowered to push my colleagues' thinking in order to deepen their understanding of their students' needs. 76.90%</p> <p>I believe that my colleagues and I</p>			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			can make a difference for our historically marginalized students. 93.40%			
1.9	ESN class walkthrough rubric 3x *remove* add to prompt 4	Metric 1.9 ESN class walkthrough rubric 3x did not capture the data as intended and will be added into survey items in metric 1.6	Metric 1.9 ESN class walkthrough rubric 3x did not capture the data as intended and will be added into survey items in metric 1.6		Metric 1.9 ESN class walkthrough rubric 3x did not capture the data as intended and will be added into survey items in metric 1.6	Metric 1.9 ESN class walkthrough rubric 3x did not capture the data as intended and will be added into survey items in metric 1.6.
1.10	UC 'a-g' Completion: Percentage of graduating seniors completing UC 'a-g' requirements	2022-23 All 70.6% English Learners 39.4% Socioeconomically Disadvantaged 57% Students with Disabilities 27.7% Homeless Youth * Black or African American 28.6 % Asian 84.4% Filipino 66% Hispanic or Latino 52.5% Native Hawaiian or Pacific Islander * Two or More Races 73% White 76.7% * Omitted to protect anonymity due to size	2023-24 All 66.5%% English Learners 30.3% Socioeconomically Disadvantaged 51.0% Students with Disabilities 25.2% Homeless Youth 9.1% Black or African American 39.7% Asian 78.4% Filipino 69.4% Hispanic or Latino 51.3% Native Hawaiian or Pacific Islander * Two or More Races 68.7%		2026-27 Target: All 75% English Learners 50% Socioeconomically Disadvantaged 65% Students with Disabilities 40% Homeless Youth * Black or African American 45% Asian 86% Filipino 75% Hispanic or Latino 65% Native Hawaiian or Pacific Islander * Two or More Races 80% White 80%	All -4.1% English Learners - 9.1% Socioeconomically Disadvantaged - 6.0% Students with Disabilities -2.5% Homeless Youth* Black or African American +11.1% Asian -6.0% Filipino +3.4% Hispanic or Latino -1.2% Native Hawaiian or Pacific Islander* Two or More Races -4.3% White -0.7%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			White 76% * Omitted to protect anonymity due to size			
1.11	Career Pathway Enrollment: Percentage of high school students enrolled in CTE pathway coursework	2022-23 Actual: 32.6%	23-24 Actual: 34.8%		2026-27 Target: 36%	2.2%
1.12	Career Pathway Completion: Percentage of 12th grade students completing Career Technical Education (CTE) Pathway	2022-23 21.3%	2023-24 30.8%		2026-27 Target: 25%	9.50%
1.13	Career Pathway AND UC 'a-g' Completion: Percentage of 12th grade students completing Career Technical Education (CTE) Pathway AND UC 'a-g' requirements	2022-23 All 16.0% Black or African American: 8% Asian: 21.8% Filipino: 8.2% Hispanic or Latino: 9.2% White: 17.6% Two or More: 14.8% English Learners: 5.9% Socioeconomically Disadvantaged :: 12.9% Students with Disabilities: 4.4%	2023-24 All 24.1% Black or African American 13.8% Asian 21.1% Filipino 26.5% Hispanic or Latino 21.8% White 31% Two or More 25.3% English Learners 4.5% Socioeconomically Disadvantaged 18.1% Students with Disabilities 9.2%		2026-27 Target: All 18.0% Black or African American: 10% Asian: 22% Filipino: 9% Hispanic or Latino: 10% White: 18% Two or More: 15% English Learners: 7% Socioeconomically Disadvantaged :: 15% Students with Disabilities: 6%	All 8.1% Black or African American 5.8% Asian -0.7% Filipino 18.3% Hispanic or Latino 12.6% White 13.4% Two or More 10.5% English Learners - 1.4% Socioeconomically Disadvantaged 5.2% Students with Disabilities 4.8%"

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.14	Advanced Placement (AP) Exam Pass Rate: Percentage of AP Exams taken with a score of 3 or more	22-23 (Schoolzilla) 76.2%	2023-24 79.3%"		2026-27 Target: 80%	3.1%
1.15	Advanced Placement (AP) Enrollment: Percentage of students (Grades 10-12) enrolling in at least 1 AP course	2022-23 Actual (Internally Calculated) All 52% SED 39% EL 14% SWD 13% HY * AA 31% Asian 70% Filipino 51% H/L 37% White 53% Multi 54%	2023-24 Actual: All 52.4% SED 39.3% EL 7.8% SWD 10.5% HY * AA 33.8% Asian 60.5% Filipino 52% H/L 37.2% White 58.7% Multi 56.6%		2026-27 Target: All 60% SED 45% EL 19% SWD 17% HY * AA 38% Asian 72% Filipino 55% H/L 45% White 56% Multi 57%	All +0.4 SED +0.3 EL -6.2 SWD -2.5 HY N/A AA +2.8 Asian -9.5 Filipino +1.0 H/L +0.2 White +5.7 Multi +2.6
1.16	College/Career Readiness: Percentage of high school graduates who placed in the 'prepared' level for the C/C indicator on the California Dashboard	22-23 Actual: All 64.3% SED 50.6% EL 28.8% SWD 11.8% HY 13.3% AA 21.3% Asian 79.3% H/L 47.7% White 69.0% Multi 63.0%	2023-24 Actual: All 63.1% SED 49% EL 22.2% SWD 20.5% HY * AA 30.9% Asian 75.5% H/L 46.6% White 71.4% Multi 69.6%		2026-27 Target: All 70% SED 55% EL 37% SWD 17% HY 18% AA 30% Asian 80% H/L 56% White 75% Multi 70%	"All -1.2% SED -1.6% EL -6.6% SWD 8.7% HY Not applicable AA 9.6% Asian -3.8% H/L -1.1% White 2.4% Multi 6.6%"
1.17	Credentialing: % of teachers fully credentialed and highly qualified	2021-22 92.5%	2022-23 91.4%		2026-27 Target: 96%	-1.1%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.18	English Learner (EL) Authorization: % of teachers qualified to teach ELs	2021-22 100%	2022-23 100%		2026-27 Target: 99%	2022-23 100%
1.19	Assignment: % of teachers appropriately assigned	2021-22 94.7%	2022-23 95.4%		2026-27 Target: 100%	+ .7%
1.20	English Learner Reclassification Rate: % of ELs reclassifying to Fluent English Proficient (FEP)	2022-23: All EL = 11% (internal) LTELs = 6.2% (Dataquest)	2023-24: All EL: 17% LTEL: 23%		2026-27 Target: All EL 20% LTEL 20%	ALL EL: +6% LTEL = +16.8%
1.21	Percent of students increasing one or more ELPI levels or maintaining the ELP criterion (6 levels)	2022-23 Increased or Maintained ELPI Level: 57.1%	2024 Increased or Maintained ELPI Level: 53.9%		2026 Increased or Maintained ELPI Level: 60%	-3.2
1.22	English Language Development (ELD) Standards Implementation: % of ELs receiving designated ELD instruction with fidelity to district model and aligned to ELD Standards	23-24 Actual: K-5 100% 6-12 100%	24-25 Actual: K-5 100% 6-12 100%		2026-27 Target: K-5 100% 6-12 100%	0%
1.23	Designated ELD instruction with fidelity to district model and aligned to ELD Standards	N/A this is a new metric as of 2024-25. Baseline data will be established in the 2024-25 school year	100%		2026-27 Target: N/A this is a new metric as of 2024-25. Baseline data will be established	N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					in the 2024-25 school year.	
1.24	Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home	0%	0%		2026-27 Target: 0%	0%
1.25	Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies And Extreme Deficiencies)	0%	0%		2026-27 Target: 0%	0%
1.26	Student performance on statewide standardized assessments - California Science Test (CAST)	2022-23 All grades 51.49% Met or Exceeded 5th 50.99% 8th 55.16% HS Class of [Year] 42.47%	2023-24: All grades 51.85% Met or Exceeded 5th 51.33% 8th 52.09% HS Class of [Year] 55.93%		2026-27 All grades 56% Met or Exceeded 5th 55% 8th 60% HS Class of [Year] 46%	All Grades +0.36% 5th Grade +0.34% 8th Grade -3.07% HS Class of [Year] +13.46%"
1.27	Extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas required for Grades 1-6 (per Ed. Code 51210) and Grades 7-12 (per Ed. Code 51220(a) to (i)), as applicable	100%	100%		2026-27 Target: 100%	0%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Goal 1 aimed to create and improve the foundational education program by ensuring engaging learning experiences, utilizing multiple ways of learning, and supporting critical thinking and real-world connections. The implementation involved several key actions and initiatives, each designed to enhance the educational experience for students across the Alameda Unified School District.

Key Actions and Initiatives

Equitable Grading

Planned Actions: Ensure grading policies are constructive, researched-based, and student-centered. Monthly meetings with the Assessing Students Accurately Workgroup, professional development for secondary staff, and contracting with Crescendo Education Group.

Actual Implementation: These actions were implemented as planned, with ongoing professional development and exploration of board policies promoting equitable grading practices.

Challenges and Successes: The main challenge was ensuring consistent application across all schools. Successes included increased teacher capacity in understanding equitable grading practices.

Literacy Framework Development

Planned Actions: Develop and support a common literacy framework PK-12, pilot a universal screener for reading delays, and offer family literacy nights.

Actual Implementation: The literacy framework was developed and curriculum was chose to be piloted for Elementray schools in the 25/26 school year, with ongoing professional development and family engagement activities.

Challenges and Successes: Challenges included aligning the new framework with the pilot process. Successes included positive feedback from families and improved early literacy screening processes.

Mathematics Coaching and Professional Learning

Planned Actions: Support the implementation of the new math framework and curriculum in the high schools, provide professional learning, and monitor student progress using STAR and SBAC data.

Actual Implementation: Professional learning sessions and coaching were conducted as planned, with a focus on analyzing math data and supporting teachers.

Challenges and Successes: Challenges included ensuring all teachers had access to training. Successes included improved collaboration among math teachers and better student performance data tracking.

Professional Learning and Coaching

Planned Actions: Provide district-wide professional learning and coaching support, model lessons, and support lesson planning.

Actual Implementation: Coaches were assigned to school sites and provided support as planned, including modeling lessons and supporting data collection.

Challenges and Successes: Challenges included balancing coaching responsibilities with direct student support. Successes included positive feedback from teachers and improved instructional practices.

Teacher Leader Development

Planned Actions: Provide professional learning to support teachers and school teams with collaborative inquiry, data analysis, and reflection on practice.

Actual Implementation: Professional learning sessions were conducted as planned, supporting teachers in collaborative inquiry and data analysis.

Challenges and Successes: Challenges included ensuring all teachers could participate in the sessions. Successes included enhanced teacher collaboration and improved instructional practices.

Retaining High-Quality Staff

Planned Actions: Sustain compensation increases to attract and retain highly qualified staff.

Actual Implementation: Compensation increases were implemented as planned, contributing to staff retention.

Challenges and Successes: Challenges included budget constraints. Successes included improved staff morale and retention rates.

Differentiated Professional Learning

Planned Actions: Provide an additional day of professional learning for teachers to support district priorities.

Actual Implementation: The additional professional learning days were provided as planned, focusing on improving outcomes for unduplicated count students.

Challenges and Successes: Challenges included scheduling and ensuring all teachers could attend. Successes included positive feedback from teachers and improved instructional practices.

Site SPSA Goals and Actions Targeted Support

Planned Actions: Support school sites in developing goals and actions in their SPSAs to address student groups with indicators in red on the state dashboard.

Actual Implementation: Support was provided as planned, with school sites developing and implementing their SPSAs.

Challenges and Successes: Challenges included aligning site-specific goals with district priorities. Successes included improved site-specific action plans and better alignment with district goals.

Strategic Scheduling

Planned Actions: Implement schedules and classes designed to create equitable learning opportunities and prioritize support for students who need it most.

Actual Implementation: Strategic scheduling was implemented as planned, with master schedules supporting inclusion and equitable learning opportunities.

Challenges and Successes: Challenges included coordinating schedules across different sites. Successes included improved access to equitable learning opportunities for all students.

Improving Outcomes for Students with Disabilities

Planned Actions: Implement co-teaching models and provide professional development for teachers.

Actual Implementation: Co-teaching models were implemented as planned, with ongoing professional development for teachers.

Challenges and Successes: Challenges included ensuring effective collaboration between general and special education teachers.

Successes included improved instructional practices and better support for students with disabilities.

Increasing Learning Rigor for ESN Classes

Planned Actions: Explore new curriculum for Extensive Support Needs classes, and provide training and support for teachers.

Actual Implementation: Supported ongoing training and support for teachers and continue to explore possibilities of new ESN curriculum.

Challenges and Successes: Challenges included selecting the most appropriate curriculum. Successes included positive feedback from teachers and improved engagement for students in ESN classes.

Data-Driven Decision Making

Planned Actions: Support the refinement and analysis of standards-aligned assessments to determine student learning and implications for teaching.

Actual Implementation: Data-driven decision-making processes were supported as planned, with ongoing refinement and analysis of assessments.

Challenges and Successes: Challenges included ensuring consistent data collection and analysis across all sites. Successes included improved data-driven instructional practices and better student outcomes.

Support for English Language Learners

Planned Actions: Maintain coordinator positions and provide professional development for teachers.

Actual Implementation: Coordinator positions were maintained, and professional development was provided as planned.

Challenges and Successes: Challenges included ensuring all teachers received the necessary training. Successes included improved support for English Language Learners and better instructional practices.

Substantive Differences in Planned Actions and Actual Implementation

Equitable Grading: No substantive differences; actions were implemented as planned.

Literacy Framework Development: Minor adjustments were made to align the new framework with existing curricula.

Mathematics Coaching: Additional training sessions were added to ensure all teachers had access.

Professional Learning and Coaching: No substantive differences; actions were implemented as planned.

Teacher Leader Development: No substantive differences; actions were implemented as planned.

Retaining High-Quality Staff: No substantive differences; actions were implemented as planned.

Differentiated Professional Learning: No substantive differences; actions were implemented as planned.

Site SPSA Goals and Actions Targeted Support: No substantive differences; actions were implemented as planned.

Strategic Scheduling: No substantive differences; actions were implemented as planned.

Improving Outcomes for Students with Disabilities: No substantive differences; actions were implemented as planned.

Increasing Learning Rigor for ESN Classes: No substantive differences; actions were implemented as planned.

Data-Driven Decision Making: No substantive differences; actions were implemented as planned.

Support for English Language Learners: No substantive differences; actions were implemented as planned.

Challenges and Successes

Challenges: Ensuring consistent application of new practices across all schools, aligning new frameworks with existing curricula, balancing coaching responsibilities, budget constraints, and reaching all families.

Successes: Increased teacher capacity, positive feedback from families, improved collaboration among teachers, better student performance data tracking, improved staff morale and retention rates, and increased family participation.

This comprehensive analysis highlights the successful implementation of Goal 1, with most actions being carried out as planned and achieving the desired outcomes. The district's commitment to continuous improvement and stakeholder engagement contributed to these successes.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Actions 1.2, 1.5, 1.8, 1.10, 1.13, 1.14

All actions have material differences from Budgeted Expenditures and Estimated Actual Expenditures due to certificated and classified hourly time cards that have not been submitted by the employees, yet have been budgeted.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Action 1.1: Equitable Grading

There was an improvement in ELA SBAC scores for all students (+1.69), with gains for socioeconomically disadvantaged students (+4.86). However, English Learners (-9.6), Students with Disabilities (-8.02), and Homeless Youth (-30.56) saw declines. High school dropout rates increased significantly from 1.2% to 7.2%, and A–G completion rates declined by 4.1%. The action has shown ability in improving equity in academic outcomes. While some subgroups made gains, persistent gaps and rising dropout rates indicate the need for more targeted interventions and support systems.

Action 1.2: Literacy Framework Development and Professional Learning

ELA SBAC scores improved for all students (+1.69), with notable gains for Filipino students (+14.88), Asian students (+5.85), and socioeconomically disadvantaged students (+4.86). English Learners (-9.6), Students with Disabilities (-8.02), and Homeless Youth (-30.56) experienced declines. ELA Early Assessment Program scores also declined slightly (-2.73% overall). The literacy framework supported gains for some subgroups, declines among ELs and vulnerable populations suggest the need for more differentiated and targeted literacy supports to see further gains

Action 1.5: Teacher Leader Development and Collaboration

Gains in ELA and Math SBAC scores for socioeconomically disadvantaged students (+4.86 and +5.72) and multiracial students (+2.11 and +4.14) suggest improved instructional collaboration.

Teacher collaboration and leadership development contributed to some groups and further support will ensure equitable impact across all student populations.

Action 1.9: Has been incorporated into the general budget

Action 1.10: Improve Outcomes in ELA and Mathematics for Students with Disabilities

Improvement in Math SBAC scores for Students with Disabilities (-0.88), and a decline in ELA (-8.02). Students with Disabilities will continue to be supported in both ELA and Math to ensure continued gains. The co-teaching model and professional development will be continued to monitor and support this action to see improved impact on outcomes.

Action 1.11: Increase Learning Rigor and Engagement in ESN Classes

Implementation of new curriculum and professional development was completed as planned. While qualitative feedback was positive, quantitative data on student outcomes is improving. The action shows promise and continued monitoring and evaluation are needed to ensure maximum effectiveness.

Action 1.13: Coordination and Support of English Language Learners

Reclassification rates improved (+6%), but ELPI growth declined (-3.2%), and ELA/Math SBAC scores for ELs still need improvement. ELs remain among the groups we are focusing on, especially the gaps in both academic achievement and college readiness. Current coordination efforts need to be reviewed to look at various differentiated approaches to accelerate EL .

Action 1.14: Inclusion for Students with Disabilities

Professional learning and coaching were implemented, and inclusion practices expanded. Students with Disabilities continue to show low performance across metrics, with some academic gains. Inclusion efforts are underway and we believe improved academic outcomes will soon follow.

LEA-Wide Contributing Actions

Action 1.3: Mathematics Coaching and Professional Learning (Grades 4–8)

Improvement in overall Math SBAC scores (+0.81), with notable gains for socioeconomically disadvantaged (+5.72) and multiracial students (+4.14). Declines for English Learners (-12.93), African American (-27.93), and Homeless Youth (-43.46). The action has led to some subgroup gains, while for ELs and African American students there is continued need for more targeted support.

Action 1.4: Professional Learning and Coaching

Positive feedback from teachers on professional development; improved collaboration and instructional practices. ELA SBAC scores improved (+1.69), and Math SBAC scores also increased (+0.81). The action has contributed to instructional improvement and student performance, especially in ELA.

Action 1.6: Retain High-Quality Staff

92.5% of teachers are fully credentialed and highly qualified. Staff morale and retention have improved. Stability in staffing supports consistent instruction and student relationships.

This action in maintaining a strong teaching workforce is foundational to all other instructional goals.

Action 1.7: Differentiated Professional Learning

ELA SBAC: +1.69 overall, with gains for Asian (+5.85) and White (+5.68) students, but declines for English Learners (-9.6), African American (-25.33), and Homeless Youth (-30.56).

Math SBAC: +0.81 overall, with similar subgroup trends. The action supported general improvement and we will look to increase impact across all subgroups.

Action 1.8: Site SPSA Goals and Actions Targeted Support

Gains in Math SBAC for SED (+5.72), White (+2.56), and Asian (+1.64) students. Declines for Homeless Youth (-43.46), African American (-27.93), and ELs (-12.93). Some subgroups are benefiting, and continued targeted, culturally responsive interventions are needed to see continued growth.

Action 1.12: Data-Driven Decision Making and Continuous Improvement

Improved use of data to inform instruction and interventions. The metric came in at an average of 4.5 meeting the 4 needed. Supports alignment of resources and instructional strategies with student needs. This action is in building a culture of continuous improvement and accountability.

Summary

The data shows trends across different metrics, with some areas showing improvement and others indicating continued support. Targeted interventions and support are needed to continue addressing the challenges faced by students at risk of not graduating and those not meeting college readiness requirements. Positive feedback from professional development sessions suggests training and support for teachers is working.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Metric 1.21 was changed from Summative growth to Percent of students increasing one or more ELPI levels or maintaining the ELP criterion (6 levels) as we believe this is a better reflection of students growth over time.

Metrics 1.24 - 1.27 was added as a required item from ACOE LCAP Technical Memo

Removing

Metric 1.9 ESN class walkthrough rubric 3x did not capture the data as intended and will be added into survey items in metric 1.6

Action 1.13

Although not directly supported by DA work in LTEL we hope that all ELL will benefit from the support and focus on our LTEL

Action 1.10, 1.11, 1.14

Due to instability in SPED leadership we hope that renewed leadership in the following year will support growth in this action.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Equitable Grading	Ensure grading policies and practices are constructive, researched based and student centered. Continue monthly meetings with the Grading For Equity Assessing Students Accurately) Workgroup Provide Professional Development for all secondary staff on the technical implementation Equitable grading practices (ie setting up gradebooks) Contracting with Crescendo Education Group to build teacher capacity in understanding the pillars of equitable grading practices. (Accuracy, Bias resistant, motivational). Continue to explore board Board Policies that promote equitable grading practices. Provide Secondary teachers time and space to develop agreements on the following: Equitable Grading Practices including extra credit, retake redos, and grading individual work not group work.	\$40,000.00	No
1.2	Literacy Framework development and professional learning - address in prompt 4 (Pk-3 Literacy Focus)	Develop, implement and support a common literacy Framework PK - 12: Pilot a universal screener to identify potential reading delays (including dyslexia). Support the implementation and progress monitoring of the district's investment in a research-based reading intervention program. Offer family literacy nights that include a focus on reading practices and instruction within the classroom and school level, as well as ways to support reading at home. Pilot and adopt a research based ELA/ELD program for grades P-K-5, 6-8, and 9-12. Offer ongoing professional development and coaching. Develop a resource guide that codifies best practices in literacy PK-12.	\$120,948.00	No

Action #	Title	Description	Total Funds	Contributing
1.3	Mathematics coaching and Professional Learning with a focus on 4th -8th grades	Lead teachers and coaches will support the implementation of the new framework. Hold New math teacher orientations. Provide access to SVMl training to all secondary math teachers. Support the on going collaboration and PLC's focused on the implementation of math new adopted math curriculum and provide ongoing training with the Carnegie Learning for The Middle School Math teachers. Teachers and coaches will choose focal students to follow based on students who have historically not performed well in math based on the SBACC performance data on the California dashboard. They will use STAR data to monitor growth throughout the year and district with monitor lag data included in the LCAP.	\$329,403.00	Yes
1.4	Professional Learning and Coaching	Coaches will support district wide professional learning and will be assigned to school sites to support the implementation of the learning. Coaches will model lessons, support lesson planning and delivery, coach and support on site best practices, provide additional support to students during RTI periods, and support the collection and identification of data that can help inform teachers of how to best support students.	\$877,564.00	Yes
1.5	Teacher Leader Development and collaboration	Provide Professional learning to support teachers and school teams with collaborative inquiry, data analysis, and reflection on practice to promote student learning and refine instruction.	\$230,000.00	Yes
1.6	Retain High Quality Staff	Sustain the compensation increases that have been provided to all employee groups to attract and retain highly qualified staff that create the collaborative and engaged personnel to deliver high-quality educational experiences to students with attention to attracting employees who are able to be successful with students who are English Learners, Low income, and Foster Youth, and/or unhoused or unaccompanied minors. This	\$1,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		amount includes benefits and salaries for all employee groups including certified, classified, and management.		
1.7	Differentiated Professional Learning	Provide an additional day of professional learning for teachers to support the district priorities indicated in the districts strategic plan. Focused topics on improving outcomes for unduplicated count students and student groups with indicators in red on the state dashboard	\$383,349.00	Yes
1.8	Site SPSA Goals and Actions targeted support	District will support school sites develop goals and actions in their SPSA's to address student groups with indicators in red on the state dashboard. All sites will include an equity action plan in the SPSA, an instructional goal that addresses the academic needs of students performing with academic indicators in red, a culture climate goal based on site specific data in the area of either suspension and chronic absences as indicated on the state dashboard. All sites will use their SPSA to guide their professional development plan and will revisit SPSAs quarterly for progress monitoring.	\$319,700.00	Yes
1.9	Strategic Scheduling	Elementary Prep schedules have been updated and built into the ongoing general budget	\$165,156.00	No
1.10	Improve outcomes in ELA and Mathematics for Students with Disabilities	Implement co teaching classes at all secondary sites for mathematics, english language arts. Implement co-teaching during literacy and math blocks at identified elementary schools beginning with grades 4 and 5. Provide time and professional learning for ed specialists and general education teachers to plan and support students with disabilities. In collaboration with the district's special education leadership team, sites select their co-teaching models for ELA and mathematics, and receive professional development on their selected models from Special Education Coordinators. Co-teachers, with support from site leadership, create a co-planning schedule for their respective subjects. Special	\$201,998.00	No

Action #	Title	Description	Total Funds	Contributing
		education coordinators and TSAs provide ongoing feedback and coaching support to co-teachers when engaged in the act of co-teaching.		
1.11	Increase the learning rigor and engagement of students in ESN classes.	The district will work with teachers to explore the piloting and adoption of new Extensive Support Needs curriculum. Provide training and support on the curriculum with a focus on the modification of state standards and engagement. We will implement the newly Board adopted alternate education course syllabi in all core content areas in secondary (Ela, history, math, science) which will drive standards based instruction for all ESN students. There will be professional development and coaching throughout the school year led by our district's ESN teacher on special assignment.	\$311,738.00	No
1.12	Data Driven Decision Making and Cycles of Continuous Improvement	Support the refinement, administration, and analysis of standards-aligned assessments to determine student learning and implications for teaching and site and district systems. Drive universal screening using both assessment data such as early literacy assessments in addition to attendance and behavior data to refine teaching and systems to ensure students are ready and able to learn.	\$264,448.00	Yes
1.13	Coordination and Support of English Language Learners	Maintain coordinator of language and literacy position to manage implementation of designated ELD and integrated ELD program. Coordinate work of instructional coaches to provide professional development in best language practices and curriculum implementation. Project management to ensure ELLs with IEPs are receiving language support aligned with disability Coordinate family and student engagement (family needs assessment, ELL-only field trips) Coordinate progress monitoring of RFEPs and current English Learners	\$174,716.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.14	Inclusion for Students with Disabilities	Support school staff with professional learning and coaching on Inclusion practices for students with disabilities.	\$64,873.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	We work to build relationships between families, students, and staff to ensure schools are supportive, inclusive, and safe.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
 Priority 3: Parental Involvement (Engagement)
 Priority 5: Pupil Engagement (Engagement)
 Priority 6: School Climate (Engagement)
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

AUSD is committed to developing strong family-school partnerships to improve learning and outcomes for all students, in particular our focal student groups using the Dual Capacity-Building Framework. In addition our goals is to create supportive, inclusive environments that foster students feelings of safety and support within their school community. We strive to:

- + Communicate student behavioral expectations
- + Teach those behaviors and positively reinforce those behaviors through a cultural lens
- + Improve efforts to build relationships and trust with our parents/guardians
- + Improve parent/guardian participation in school, especially in the area of increasing access to college and career readiness resources
- + Improve early educational opportunities for parents/guardians in which they develop strategies/skills for supporting their student(s) and serving as leaders in the school/district community.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Engaged and Trusting Family Relationships - % Positive responses on	23-24 Actual Average percent of respondents above a 3	2024-25 All 91.6% Hispanic or Latino 87.8%		2026-27 Target: All – 93%	All: +0.6% Hispanic or Latino: -5.2%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Family Relationships and Trust Survey	<p>All – 91%</p> <p>Hispanic or Latino - 93%</p> <p>Pacific Islander - N/A</p> <p>White – 91%</p> <p>Asian - 94%</p> <p>Black - 90%</p> <p>Declined to state - 78%</p> <p>Filipino - 95%</p> <p>Free/Reduced Lunch: 93%</p> <p>SWD: 88%</p> <p>Primary language at home is not English*: 97%</p> <p>Sexual Identify Non-Heterosexual – 85%</p> <p>Gender Identity Non-Binary – 83%</p> <p>Note: All student groups are self reported by families.</p> <p>* Only includes responses when English was not included as a language spoken at home.</p>	<p>P.I. N/A</p> <p>White (Not Hispanic) 93.4%</p> <p>Asian 96.0%</p> <p>Black or African American (Not Hispanic) 86.2%</p> <p>Not applicable, not sure, or decline to answer 74.4%</p> <p>Filipino 93.9%</p> <p>Free or Reduced Lunch 93.9%</p> <p>Student with Disabilities 90.3%</p> <p>Primary language at home is not English* 93.0%</p> <p>Gender Non-Binary 86.8%</p> <p>Sexual Identity Non-Heterosexual 88.9%</p>		<p>Hispanic or Latino - 93%</p> <p>Pacific Islander - N/A</p> <p>White – 93%</p> <p>Asian - 94%</p> <p>Black - 93%</p> <p>Declined to state - 85%</p> <p>Filipino - 95%</p> <p>Free/Reduced Lunch: 93%</p> <p>SWD: 93%</p> <p>Primary language at home is not English*: 97%</p> <p>Sexual Identify Non-Heterosexual – 90%</p> <p>Gender Identity Non-Binary – 90%</p>	<p>Pacific Islander: No data available for both years</p> <p>White: +2.4%</p> <p>Asian: +2.0%</p> <p>Black: -3.8%</p> <p>Declined to state: -3.6%</p> <p>Filipino: -1.1%</p> <p>Free/Reduced Lunch: No change (both years at 93.9%)</p> <p>SWD (Students with Disabilities): +2.3%</p> <p>Primary language at home is not English: -4.0%</p> <p>Sexual Identity Non-Heterosexual: +3.9%</p> <p>Gender Identity Non-Binary: +3.8%</p>
2.2	Post IEP Survey - % Positive responses on Post IEP Survey	N/A this is a new metric as of 2024-5. Baseline data will be established in the 2024-25 school year.	I was comfortable asking questions and providing input during the IEP meeting.		2026-27 Target: All questions will be answered at 70% or higher	N/A this is a new metric as of 2024-5. Baseline data will be established

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>63 out of 75 84%</p> <p>My input was received and considered by the IEP team.</p> <p>59 out of 75 78.67%</p> <p>I feel that my child's IEP team has a good understanding of their educational needs.</p> <p>54 out of 75 72%</p> <p>I understand the outcome of the IEP meeting and the supports my child receives.</p> <p>55 out of 75 73.33%</p>			in the 2024-25 school year.
2.3	Chronic Absenteeism	2022-23 Actual (Data Quest) All 16.6% Socio Economically Disadvantaged 26% English Learners 21.5% Homeless Youth 56.8% Students with Disabilities 26.80% African American 36%	2022-23 Actual (Data Quest) All 13.4% Socio Economically Disadvantaged 22.1% English Learners 19.6% Homeless Youth 58.8%		2026-27 Target: All 6% Socio Economically Disadvantaged 11% English Learners 5% Homeless Youth 25%	All -3.2% Socio Economically Disadvantaged - 3.9% English Learners - 1.9% Homeless Youth 2.0% Students with Disabilities -1.5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		American Indian or Alaska Native 50% Asian 7.5% Filipino 12.4% Hispanic or Latino 26.6% Pacific Islander 33.3% White 14% Two or More Races 15% Not Reported 13.60%	Students with Disabilities 25.3% African American 28.5% American Indian or Alaska Native 27.8% Asian 6.5% Filipino 11% Hispanic or Latino 22.7% Pacific Islander 26.1% White 11.5% Two or More Races 11.5% Not Reported 16.5%		Students with Disabilities 12% African American 18% American Indian or Alaska Native 25% Asia 5% Filipino 7% Hispanic or Latino 10% Pacific Islander 18% White 4% Two or More Races 5% Not Reported 5%	African American - 7.5% American Indian or Alaska Native - 22.2% Asian -1.0% Filipino -1.4% Hispanic or Latino -3.9% Pacific Islander - 7.2% White -2.5% Two or More Races -3.5% Not Reported 2.9%
2.4	Suspension Rate	2022-23 Actual (Data Quest) All 2.60% Socio Economically Disadvantaged 4.4% English Learners 3.9% Homeless Youth 6.2% Students with Disabilities 5.5% African American 7.5% American Indian or Alaska Native 10.5% Asian 1% Filipino 2% Hispanic or Latino 3.4% Pacific Islander 14.8% White 2.4%	2023-24 Actual (Data Quest) All 2.2% Socio Economically Disadvantaged 4.2% English Learners 4.3% Homeless Youth 9.1% Students with Disabilities 5.7% African American 7.8%		2026-27 Target: All 2.0% Socio Economically Disadvantaged 2.5% English Learners 1% Homeless Youth 5% Students with Disabilities 4.5% African American 4% American Indian or Alaska Native 5% Asia 0.5%	All -0.40% Socio Economically Disadvantaged - 0.20% English Learners 0.40% Homeless Youth 2.90% Students with Disabilities 0.20% African American 0.30% American Indian or Alaska Native 0.60% Asian 0.00% Filipino -1.30%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Two or More Races 2.5% Not Reported 2.6%	American Indian or Alaska Native 11.1% Asian 1% Filipino 0.7% Hispanic or Latino 3.4% Pacific Islander 8.7% White 1.7% Two or More Races 1.8% Not Reported 2.5%		Filipino 1% Hispanic or Latino 3.4% Pacific Islander 5% White 2.4% Two or More Races 1.5% Not Reported 1.5%	Hispanic or Latino 0.00% Pacific Islander - 6.10% White -0.70% Two or More Races -0.70% Not Reported - 0.10%
2.5	Expulsion Rate	2022-23 Actual (Data Quest) 0%	2023-24 0%		2026-27 Target: 0%	0%
2.6	Average Daily Attendance Percentage	2022-23 (Schoolzilla) 94.1%/ 8,819	2023-24: 95.3% /9050 Students		2026-27 Target: 95.1%	-1.2% / +231 Students
2.7	Tiered Fidelity Inventory: District wide % scoring 2 at each level	2023-24 (district wide TFI) Tier 1 - 90% Tier 2 - 81% Tier 3 - 81%	2024-25 (district wide TFI) Tier 1: 88% Tier 2: 81% Tier 3: 78%		2026-27 Target: Tier 1 - 93% Tier 2 - 85% Tier 3 - 85%	Tier 1: -2% Tier 2: 0% Tier 3: -3%
2.8	Data from CHKS Gender Identity & Sexual Orientation module	2023-24 (Table 12.1) Answering "Strongly Agree" or "Agree" for "My school is safe for students who are lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ)."	2024-25 (Table 12.1): Answering "Strongly Agree" or "Agree" for "My school is safe for students who are lesbian, gay,		2026-27 Target:(Table 12.1) Answering "Strongly Agree" or "Agree" for "My school is safe for students who are	Grade 7 +2% Grade 9 +2% Grade 11 -+1%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Grade 7 - 77% Grade 9 - 88% Grade 11 - 91%	bisexual, transgender, queer or questioning (LGBTQ)." Grade 7 - 79% Grade 9 - 90% Grade 11 - 92%		lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ)." Grade 7 - 85% Grade 9 - 93% Grade 11 - 95%	
2.9	CHKS Student Safety Question by Grade/Grade Level*	2023-24 Answering "Yes, most of the time" and "Yes, all of the time" when asked "Do you feel safe at school?" (Elementary) or "very safe" or "safe" when asked "How safe do you feel when you are at school?" (Secondary) (Elementary Table A9.1, Secondary Table A8.1- In-School Only) Grade 5 - 87% Grade 7 - 66% Grade 9 - 75% Grade 11 - 83% Grade 5 by Race/Ethnicity (Table A14.2) American Indian or Alaska Native *	2024-25 Target: Answering "Yes, most of the time" and "Yes, all of the time" when asked "Do you feel safe at school?" (Elementary) or "very safe" or "safe" when asked "How safe do you feel when you are at school?" (Secondary) (Elementary Table A9.1, Secondary Table A8.1- In-School Only) Grade 5 - 86% Grade 7 - 70% Grade 9 - 84% Grade 11 - 74%		2026-27 Target: Answering "Yes, most of the time" and "Yes, all of the time" when asked "Do you feel safe at school?" (Elementary) or "very safe" or "safe" when asked "How safe do you feel when you are at school?" (Secondary) (Elementary Table A9.1, Secondary Table A8.1- In-School Only) Grade 5 - 90% Grade 7 - 75% Grade 9 - 80% Grade 11 - 88%	Grade 5 = -1% Grade 7 = +4% Grade 9 = +9% Grade 11 = -9%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>Asian or Asian American 86%</p> <p>Black or African American 67%</p> <p>Hispanic or Latinx 93%</p> <p>Native Hawaiian or Pacific Islander 91%</p> <p>White 91%</p> <p>Mixed (two or more) ethnics 90%</p> <p>Something else 81%</p>	<p>Grade 5 by Race/Ethnicity (Table A14.2)</p> <p>American Indian or Alaska Native *</p> <p>Asian or Asian American 83%</p> <p>Black or African American 65%</p> <p>Hispanic or Latinx 79%</p> <p>Native Hawaiian or Pacific Islander 82%</p> <p>White 82%</p> <p>Mixed (two or more) ethnics 84%</p> <p>Something else 77%</p>		<p>Grade 5 by Race/Ethnicity (Table A14.2)</p> <p>American Indian or Alaska Native *</p> <p>Asian or Asian American 86%</p> <p>Black or African American 67%</p> <p>Hispanic or Latinx 93%</p> <p>Native Hawaiian or Pacific Islander 91%</p> <p>White 91%</p> <p>Mixed (two or more) ethnics 90%</p> <p>Something else 81%</p>	
		<p>Grade 7 by Race/Ethnicity (Table A14.2)</p> <p>American Indian/Alaska Native*</p> <p>Asian/Asian American - 67%</p> <p>Black/African American - 50%</p> <p>Hispanic or Latinx - 57%</p> <p>Native Hawaiian or Pacific Islander* 71%</p> <p>White - 71%</p> <p>Mixed (two or more) ethnicities - 68%</p> <p>Something Else - 61%</p>	<p>Grade 7 by Race/Ethnicity (Table A12.2)</p> <p>American Indian/Alaska Native*</p> <p>Asian/Asian American - 77%</p> <p>Black/African American - 55%</p> <p>Hispanic or Latinx - 61%</p> <p>Native Hawaiian or Pacific Islander* 68%</p> <p>White - 68%</p>		<p>Grade 7 by Race/Ethnicity (Table A14.2)</p> <p>American Indian/Alaska Native*</p> <p>Asian/Asian American - 67%</p> <p>Black/African American - 50%</p> <p>Hispanic or Latinx - 57%</p> <p>Native Hawaiian or Pacific Islander* 71%</p> <p>White - 71%</p>	
		<p>Grade 9 by Race/Ethnicity (Table A14.2)</p>	<p>Grade 9 by Race/Ethnicity (Table A14.2)</p>		<p>Grade 9 by Race/Ethnicity (Table A14.2)</p>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>American Indian/Alaska Native*</p> <p>Asian/Asian American - 74%</p> <p>Black/African American - 73%</p> <p>Hispanic or Latinx - 72%</p> <p>Native Hawaiian or Pacific Islander*</p> <p>White - 77%</p> <p>Mixed (two or more) ethnicities - 75%</p> <p>Something Else *</p> <p>*Too small sample size to report</p> <p>Grade 11 by Race/Ethnicity (Table A14.2)</p> <p>American Indian/Alaska Native*</p> <p>Asian/Asian American - 89%</p> <p>Black/African American - *</p> <p>Hispanic or Latinx - *</p> <p>Native Hawaiian or Pacific Islander*</p> <p>White - 83*</p> <p>Mixed (two or more) ethnicities - 75%</p> <p>Something Else - *</p> <p>*Too small sample size to report</p>	<p>Mixed (two or more) ethnicities - 71%</p> <p>Something Else - 63%</p> <p>Grade 9 by Race/Ethnicity (Table A12.2)</p> <p>American Indian/Alaska Native*</p> <p>Asian/Asian American - 87%</p> <p>Black/African American - 85%</p> <p>Hispanic or Latinx - 77%</p> <p>Native Hawaiian or Pacific Islander*</p> <p>White - 82%</p> <p>Mixed (two or more) ethnicities - 85%</p> <p>Something Else - 87%</p> <p>*Too small sample size to report</p> <p>Grade 11 by Race/Ethnicity (Table A12.2)</p> <p>American Indian/Alaska Native*</p>		<p>Mixed (two or more) ethnicities - 68%</p> <p>Something Else - 61%</p> <p>Grade 9 by Race/Ethnicity (Table A14.2)</p> <p>American Indian/Alaska Native*</p> <p>Asian/Asian American - 74%</p> <p>Black/African American - 73%</p> <p>Hispanic or Latinx - 72%</p> <p>Native Hawaiian or Pacific Islander*</p> <p>White - 77%</p> <p>Mixed (two or more) ethnicities - 75%</p> <p>Something Else *</p> <p>*Too small sample size to report</p> <p>Grade 11 by Race/Ethnicity (Table A14.2)</p> <p>American Indian/Alaska Native*</p>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Asian/Asian American - 70% Black/African American - 79% Hispanic or Latinx - 77% Native Hawaiian or Pacific Islander* White - 78% Mixed (two or more) ethnicities - 73% Something Else - * *Too small sample size to report		Asian/Asian American - 89% Black/African American - * Hispanic or Latinx - * Native Hawaiian or Pacific Islander* White - 83* Mixed (two or more) ethnicities - 75% Something Else - * *Too small sample size to report	
2.10	Student outcomes, if available, in the subject areas described for Grades 1-6 (per Ed. Code 51210) and Grades 7-12 (per Ed. Code 51220(a) to (i)), as applicable	100%	100%		100%	0%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Action 2.1: Culturally Responsive Family Engagement

Implementation: The district conducted both in-person and web-based Family Information Nights to increase access and hosted free finger printing sto support more parent engaement on school sites

Differences: No differences

Challenges: Not explicitly stated, but the need for expanded outreach suggests prior limitations in family access or engagement.

Successes: Increased accessibility and inclusivity in family engagement.

Action 2.2: Best Practices Family and School Partnering

Implementation: Schools focused on building trust and relationships with families using multiple data sources (e.g., STAR, CHKS, attendance, behavior, and wellness surveys).

Differences: The integration of restorative practices and the Parent Café model into family engagement strategies marks a shift from traditional approaches.

Challenges: Not directly listed, but the emphasis on trust-building and restorative practices implies prior gaps in family-school relationships.

Successes: Broader use of data to inform engagement and the introduction of culturally responsive practices.

Action 2.3: School Culture

Implementation: All 15 school sites implemented a culturally responsive Positive Behavior Support structure, including PBIS, Restorative Practices, and school-wide behavior lessons.

Differences: Expanded Tier 1 lessons, hate speech reduction presentations, and restorative practices were added to the Tiered Fidelity Inventory rubric.

Challenges: Not explicitly stated, but the need for PD on challenging behavior and structured interventions suggests ongoing behavioral and climate challenges.

Successes: Robust Culture & Climate teams, clear intervention pathways, and proactive PD for staff.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Based on our review of the provided documents, we found no significant differences between our planned expenditures and the estimated actual expenditures for Goal 1. The budgeted amounts for key actions—including equitable grading, literacy framework development, mathematics coaching, professional learning, and retaining high-quality staff—aligned closely with the actual expenditures. This reflects that we implemented the planned actions as expected and utilized our funding effectively to support the goals outlined in our 2024–25 LCAP.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The specific actions implemented through the 2024–25 Local Control and Accountability Plan (LCAP) for Alameda Unified School District (AUSD) were generally effective in making progress toward the goals of fostering culturally responsive family engagement, strengthening family-school partnerships, and improving school culture, although challenges were encountered.

Culturally Responsive Family Engagement activities, such as interactive workshops, listening sessions, DEI roundtables, and community events, were effective in building trust and collaboration between families and educators. Families reported feeling more included, and workshops successfully addressed cultural differences. However, challenges such as language barriers, uneven participation rates among underserved families, and logistical issues in event organization limited full effectiveness.

Best Practices for Family-School Partnering (Action 2.2) were effective in equipping families with tools and resources to partner with schools and in addressing the needs of specific student groups. Information sessions and targeted outreach increased support for African American,

LGBTQ, English Language Learner (ELL), and neurodiverse students. Despite these successes, variability in implementation across school sites and difficulties related to language accessibility and digital literacy slightly hindered full progress toward the goal.

Improving School Culture (Action 2.3) through the creation of a Positive Behavior Discipline matrix, establishment of Culture & Climate teams, and staff training led to a more supportive and positive school environment, with improvements noted in student behavior and family perceptions. While the actions were largely effective, challenges such as scheduling conflicts, inconsistent application of strategies, and underrepresentation in leadership groups limited the overall impact.

Monitoring metrics — including Family Relationships and Trust Survey results (with overall 91% positive responses) and tracking of participation rates, suspension rates, and chronic absenteeism — show positive trends, indicating that the actions taken are contributing to meaningful progress toward the LCAP goals.

Overall, while the actions were largely effective, ongoing attention to identified challenges will be essential to fully realize the intended outcomes.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Metric 2.10 was added per ACOE Technical Memo

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Culturally Responsive Family Engagement	Provide culturally responsive family engagement and break down barriers which cause families to not participate in school events. : interactive workshops, listening sessions, support for parent led DEI Roundtable groups, community events for various affinity groups and support families of unduplicated students' parent/guardians with the cost of fingerprinting that is needed to participate in field trip and other on campus activities.	\$135,505.00	Yes
2.2	Best Practices Family and School Partnering	Support school sites in common best practices across the district on how to engage and partner with families while providing families with the necessary information and tools to engage with our schools as educational partners and navigate the various school systems to support	\$61,737.00	Yes

Action #	Title	Description	Total Funds	Contributing
		meeting the individual needs of their students with focused efforts for our African American families, LGBTQ youth and ELL students. In addition, we will increase support and focused practices for our families whose students are neurodiverse or have an individual education plan. We will provide families with the necessary information and tools to engage with our schools as educational partners and navigate the various special education and school systems to support meeting the individual needs of their students.		
2.3	School Culture	Implement a culturally responsive positive behavior support structure at all school sites that provide students with the opportunity to learn the expected behaviors and receive positive reinforcement for exhibiting those behaviors. New AUSD Positive Behavior Discipline matrix has been created and implemented at all TK-12 schools sites with extensive inclusion of PBIS, Restorative Practices and culturally responsive behavior support; Accompanying school-wide lessons provided for grades 3-12 so that students are taught AUSD's expected positive behaviors (as outlined in the matrix; created by Student Services Coordinator and Program Manager) All 15 school sites have robust Culture & Climate teams (led by PBIS lead teacher and coached by Student Services Program Manager) who are responsible for creating the systems and support for teaching school-site specific behavior expectations and celebrating students meeting expectations. We have added Restorative Practices to the TFI rubric so as to be able to assess for fidelity of implementation (this assessment tool is administered by Student Services Program Manager) School staff continue to be trained in strategies for creating positive classroom culture, offered by the Student Services Program Manager and Specific PD for classroom teachers on capturing students strengths and positive behaviors within referrals to intervention; coached and provided by Stu. Svcs. Program Manager. Coaching for writing Tier 3 Behavior Support Plans (an essential element of SWPBIS) using asset-based language and family partnership	\$158,140.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Every school provides the academic, social/emotional, and culturally responsive support each student needs to reach their academic goals.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
 Priority 5: Pupil Engagement (Engagement)
 Priority 6: School Climate (Engagement)
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

The development of systems and structures to support our students academically, socially, and emotionally, especially those who have been marginalized historically. This includes providing teacher-led professional development and collaboration time so that our staff develop effective practices for supporting our students. It also includes maximizing overall staffing at schools in order to provide greater access to counseling and teachers. This strategy also provides teachers with more time to consult and plan with each other on how best to support students.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Percentage of non LTEL English Learners who are at risk of becoming LTELs (% of English Learners who are in their 5th year of English Learner status)	2022-23 Actual (Data Quest) All: 6.8% K-5: 11% 6-8: 1% 9-12: 2%	2023-24 Actual (Data Quest) All: 4.6% K-5: 7% 6-8: 1.47% 9-12: 3%		2026-27 Target: All: 5% K-5: 9% 6-8: 1% 9-12: 1%	All: 0% K-5: -4% 6-8: +.47% 9-12: +1%
3.2	English Learner Access to Common Core State Standards (CCSS): % of	22-23 Actual: K-5 100% 6-12 100%	23-24 Actual: K-5 100% 6-12 100%		2026-27 Target: K-5 100% 6-12 100%	K-5 0% 6-12 0%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	non-newcomer ELs accessing CCSS in setting with English-only peers					
3.3	Percent of students referred for a Special Education assessment who eligible for Special Education vs. those who are referred for a Special Education assessment and aren't eligible.	7/1/22 to 6/30/23 Percent of students eligible: 82% Percent of student ineligible: 18%	7/1/23 to 6/30/24 Percent of students eligible: 95% Percent of student ineligible: 5%		2026-27 Target: Percent of students eligible: 85% Percent of student ineligible: 15%	Percent of students eligible: +13% Percent of student ineligible: -13%"
3.4	Middle School drop out rate	2022-23 Actual: 0.3%	2023-24 Actual: 0.3%		2026-27 Target: 0 %	0%
3.5	High School drop out rate	2022-23 4 Year Cohort Drop Out (Data Quest) 1.2%	2023-25 4 Year Cohort Drop Out (Data Quest) 7.2%		2026-27 Target: 0.5%	+6%
3.6	Recorded interventions with goals and progress monitoring	80% of schools are using Aeries to document interventions assigned in COST. Of the interventions documented, 51% have accompanying goals with progress monitoring.	100% of schools are using Aeries to document interventions assigned in COST. Of the interventions documented, 75% have accompanying goals with progress monitoring.		2026-27 Target: 100% of COST interventions will be entered. Of the interventions entered, at least 65% have accompanying goals and progress monitoring attached.	+ 19% Cost Interventions + 24% Progress monitoring
3.7	Engaged and Trusting Family Relationships - % Positive responses on	Average Responses for the questions below were:	CCEIS Focal Scholars 0 out of		2026-27 Target: CCEIS Focal Scholars 0 out of	CCEIS Focal Scholars 0 out of

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Family Relationships and Trust Survey	<p>Teachers and administrators at this school believe that I am doing my best to help my child learn. (79%)</p> <p>I believe that staff at this school feel good about my support for their work. (72.4%)</p> <p>Staff at this school really care about this local community. (80.2%)</p> <p>I believe that I do a good job of supporting the teachers at this school. (78%)</p> <p>At this school, teachers and families think of each other as partners in educating children. (77.3%)</p> <p>I have full confidence in the teachers and administrators at this school. (76.6%)</p> <p>Staff at this school work hard to build a trusting relationship with parents. (72.9%)</p> <p>Teachers and administrators at this school believe that talking with parents helps them understand their students better. (70.8%)</p>	<p>11 responses were lower than average</p> <p>100.0%</p> <p>100.0%</p> <p>100.0%</p> <p>91.3%</p> <p>100.0%</p> <p>91.3%</p> <p>91.3%</p> <p>95.7%</p> <p>91.3%</p> <p>100.0%</p> <p>100.0%</p>		<p>11 response to the items were lower than average</p> <p>Average score will vary year to year.</p>	<p>11 responses were lower than average</p> <p>0%</p> <p>12.5%</p> <p>12/5%</p> <p>37.5%</p> <p>25%</p> <p>25%</p> <p>25%</p> <p>25%</p> <p>25%</p> <p>25%</p> <p>0%</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>I feel respected by teachers and administrators at this school. (79%)</p> <p>I feel my cultural beliefs and practices are respected by teachers and administrators at this school. (71.6%)</p> <p>I respect the teachers and administrators at this school. (89.6%)</p> <p>CCEIS Focal Scholars 4 out of 11 response to the items were lower than average</p> <p>100.0%</p> <p>87.5%</p> <p>87.5%</p> <p>62.5%</p> <p>75.0%</p> <p>75.0%</p> <p>75.0%</p> <p>75.0%</p> <p>75.0%</p> <p>100.0%</p>				
3.8	High School Graduation Rate by subgroups: All, SED, EL, SWD, HY, AA, A, F, H/L, W, M	<p>2022-23 Four Year Graduation Rate (Data Quest)</p> <p>All 94.9%</p> <p>English Learners 88.8%</p> <p>Socio Economically Disadvantaged 92.6%</p>	<p>2023-24 Four Year Graduation Rate (Data Quest)</p> <p>All 91.2%</p> <p>English Learners 82.5%</p>		<p>2026-27 Target:</p> <p>All 96%</p> <p>English Learners 90%</p> <p>Socio Economically</p>	<p>All: -3.7%</p> <p>English Learners: -6.3%</p> <p>Socio Economically Disadvantaged: -4.9%</p>

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Students With Disabilities 75.6% Homeless Youth 86.7% African American 87.5% Asian 97.2% Filipino 97.9% Hispanic or Latino 92.2% Pacific Islander * Two or More 91.4% White 96.3% Not Reported * *cohort is less than 10 students	Socio Economically Disadvantaged 87.7% Students With Disabilities 67.9% Homeless Youth * African American 83.6% Asian 93.5% Filipino 97.9% Hispanic or Latino 86.9% Pacific Islander * Two or More 89.9% White 93.4% * Not reported cohort is less than 10 students		Disadvantaged 94% Students With Disabilities 80% Homeless Youth 90% African American 92% Asian 98% Filipino 98% Hispanic or Latino 94% Pacific Islander * Two or More 93% White 97% Not Reported * *cohort is less than 10 students	Students With Disabilities: -17.7% Homeless Youth: N/A African American: -3.9% Asian: -3.7% Filipino: 0% Hispanic or Latino: -5.3% Pacific Islander: N/A Two or More: -1.5% White: -2.8%
3.9	Chronic Absenteeism	2022-23 Actual (Data Quest) All 16.6% Socio Economically Disadvantaged 26% English Learners 21.5% Homeless Youth 56.8% Students with Disabilities 26.80% African American 36% American Indian or Alaska Native 50% Asian 7.5% Filipino 12.4%	2023-24 Actual (Data Quest) All 13.4% Socio Economically Disadvantaged 22.1% English Learners 19.6% Homeless Youth 58.8% Students with Disabilities 25.3% African American 28.5%		2026-27 Target: All 6% Socio Economically Disadvantaged 11% English Learners 5% Homeless Youth 25% Students with Disabilities 12% African American 18%	All -3.2% Socio Economically Disadvantaged -3.9% English Learners -1.9% Homeless Youth 2.0% Students with Disabilities -1.5% African American -7.5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Hispanic or Latino 26.6% Pacific Islander 33.3% White 14% Two or More Races 15% Not Reported 13.60%	American Indian or Alaska Native 27.8% Asian 6.5% Filipino 11% Hispanic or Latino 22.7% Pacific Islander 26.1% White 11.5% Two or More Races 11.5% Not Reported 16.5%		American Indian or Alaska Native 25% Asia 5% Filipino 7% Hispanic or Latino 10% Pacific Islander 18% White 4% Two or More Races 5% Not Reported 5%	American Indian or Alaska Native - 22.2% Asian -1.0% Filipino -1.4% Hispanic or Latino -3.9% Pacific Islander - 7.2% White -2.5% Two or More Races -3.5% Not Reported 2.9%
3.10	Suspension Rate	2022-23 Actual (Data Quest) All 2.60% Socio Economically Disadvantaged 4.4% English Learners 3.9% Homeless Youth 6.2% Students with Disabilities 5.5% African American 7.5% American Indian or Alaska Native 10.5% Asian 1% Filipino 2% Hispanic or Latino 3.4% Pacific Islander 14.8% White 2.4% Two or More Races 2.5% Not Reported 2.6%	2023-24 Actual (Data Quest) All 2.2% Socio Economically Disadvantaged 4.2% English Learners 4.3% Homeless Youth 9.1% Students with Disabilities 5.7% African American 7.8% American Indian or Alaska Native 11.1% Asian 1% Filipino 0.7%		2026-27 Target: All 2.0% Socio Economically Disadvantaged 2.5% English Learners 1% Homeless Youth 5% Students with Disabilities 4.5% African American 4% American Indian or Alaska Native 5% Asia 0.5% Filipino 1% Hispanic or Latino 3.4% Pacific Islander 5% White 2.4%	All -0.40% Socio Economically Disadvantaged - 0.20% English Learners 0.40% Homeless Youth 2.90% Students with Disabilities 0.20% African American 0.30% American Indian or Alaska Native 0.60% Asian 0.00% Filipino -1.30% Hispanic or Latino 0.00% Pacific Islander - 6.10%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Hispanic or Latino 3.4% Pacific Islander 8.7% White 1.7% Two or More Races 1.8% Not Reported 2.5%		Two or More Races 1.5% Not Reported 1.5%	White -0.70% Two or More Races -0.70% Not Reported -0.10%
3.11	Students accessing individual mental health counseling district-wide	2023-24 625 students out of 9393 6%	2024-25 562 students out of 9563 6%		2026-27 Target: 21%	0%
3.12	Students accessing group mental health services	2023-24 693 students out of 9393 7%	2024-25 496 students out of 9563 5%		2026-27 Target: 22%	-2%
3.14						

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

The implementation of the 2024-25 Local Control and Accountability Plan (LCAP) for Alameda Unified School District included several key actions aimed at improving student support and outcomes. These actions were targeted intervention, increased FTE to support English Language Learners (ELLs), expanded mental health services, equity and inclusion, and mentoring and advising.

Action 3.1: Targeted Intervention The goal of targeted intervention was to monitor student progress and provide support when needed. Coordination of Services Teams (COST) were established at all school sites, led by Teacher Specialists (TSAs). These teams monitored student data, triaged referrals, assigned interventions, and provided direct student services. COST teams were successfully set up at all 15 school sites, and TSAs monitored student data and triaged referrals effectively.

Action 3.2: Increased FTE to Support English Language Learners This action aimed to provide additional Full-Time Equivalent (FTE) positions to support English Language Learners (ELLs), allowing for smaller class sizes and proficiency-based scheduling. Additional FTE positions were allocated, and sheltered courses for newcomers were provided. However, some schools faced challenges in effectively integrating these additional resources into their existing schedules. Integrating additional FTE positions into existing schedules proved challenging for some schools, but the allocation of additional FTE positions helped lower class sizes and provided more targeted support for ELLs.

Action 3.3: Expanded Mental Health Services The goal of expanded mental health services was to support students' ability to access learning by providing individual and group counseling referrals, case management services, and professional development for staff on trauma-informed practices. Counseling referrals and case management services were provided, and professional development sessions on trauma-informed practices were conducted. However, some schools reported challenges in coordinating these services and ensuring consistent access for all students. Despite these challenges, expanded mental health services provided crucial support for students, improving their ability to access learning and enhancing overall well-being.

Action 3.4: Equity and Inclusion This action aimed to support schools with the highest unduplicated counts by providing additional staffing, materials, supplies, professional development, and services to increase student inclusion and acceleration. Additional resources were successfully provided to targeted schools, and professional development sessions were conducted. Effectively utilizing additional resources to achieve desired outcomes required ongoing support and capacity-building for school staff, but the provision of additional resources helped increase student inclusion and acceleration, particularly for underserved student groups.

Action 3.5: Mentoring and Advising The goal of mentoring and advising was to support case management, family communication, and direct intervention services for students identified as needing additional support. Mentoring and advising services were provided, and case management and family communication. However, some schools reported challenges in consistently implementing these services due to varying levels of staff expertise and resource availability.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Actions 3.4

All actions have material differences from Budgeted Expenditures and Estimated Actual Expenditures due to certificated and classified hourly time cards that have not been submitted by the employees, yet have been budgeted.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The implementation of the 2024-25 Local Control and Accountability Plan (LCAP) for Alameda Unified School District included several key actions aimed at improving student support and outcomes. These actions were targeted intervention, increased FTE to support English Language Learners (ELLs), expanded mental health services, equity and inclusion, and mentoring and advising. While the overall

implementation was successful, there were substantive differences between planned actions and actual implementation, along with several challenges and successes.

Action 3.1: Targeted Intervention aimed to monitor student progress and provide support when needed. Coordination of Services Teams (COST) were established at all school sites, led by Teacher Specialists (TSAs). These teams monitored student data, triaged referrals, assigned interventions, and provided direct student services. COST teams were successfully set up at all 15 school sites, and TSAs monitored student data and triaged referrals effectively. However, some sites faced challenges in consistently implementing interventions due to varying levels of staff expertise and resource availability. Despite these challenges, COST teams successfully identified students needing support and provided targeted interventions, leading to improved student outcomes.

Chronic Absenteeism: The rate decreased by 3.2 percentage points, indicating improved student attendance. This suggests that COST teams and targeted interventions are helping address attendance barriers.

ELA & Math SBAC: Both scores improved slightly, showing that academic interventions are having a positive, though modest, impact on student achievement.

A-G Completion: This metric declined by 4.1 percentage points, indicating a need for stronger academic planning and support to ensure students meet college entrance requirements.

COST Referrals: 100% of schools are using Aeries to track referrals and 75% in progress monitoring, an increase of +19% Cost Interventions and +24% for Progress monitoring

Action 3.2: Increased FTE to Support English Language Learners aimed to provide additional Full-Time Equivalent (FTE) positions to support English Language Learners (ELLs), allowing for smaller class sizes and proficiency-based scheduling. Additional FTE positions were allocated, and sheltered courses for newcomers were provided. However, some schools faced challenges in effectively integrating these additional resources into their existing schedules. Integrating additional FTE positions into existing schedules proved challenging for some schools, but the allocation of additional FTE positions helped lower class sizes and provided more targeted support for ELLs, leading to improved language proficiency. The reduction in the percentage of English Learners at risk of becoming LTELs—from 6.8% to 4.6%—demonstrates that the additional FTE support has contributed to improved language acquisition outcomes. While implementation challenges remain, particularly around scheduling and integration, the data suggests that the increased instructional capacity is helping more ELLs progress toward reclassification in a timely manner.

Action 3.4: Equity and Inclusion aimed to support schools with the highest unduplicated counts by providing additional staffing, materials, supplies, professional development, and services to increase student inclusion and acceleration. Additional resources were successfully provided to targeted schools, and professional development sessions were conducted. However, some schools faced challenges in effectively utilizing these resources to achieve desired outcomes. Effectively utilizing additional resources to achieve desired outcomes required ongoing support and capacity-building for school staff, but the provision of additional resources helped increase student inclusion and acceleration, particularly for underserved student groups.

Family engagement also improved, as reflected in the Wellness Survey, which showed an overall 91.6% positive response rate, with even higher ratings among Hispanic/Latino (93%), Asian (94%), and Filipino (95%) families. The California Healthy Kids Survey (CHKS) also revealed gains in students' perceptions of school safety for LGBTQ+ students, with agreement rates rising to 79% in grade 7, 90% in grade 9, and 92% in grade 11. General school safety perceptions improved in grades 7 and 9, with increases of 4% and 9% respectively, though

grade 11 saw a 9% decline. These results suggest that while the action has been successful in fostering a more inclusive and supportive environment, continued attention is needed to ensure consistent improvements across all grade levels.

Action 3.5: Mentoring and Advising provided targeted case management, family communication, and direct student support. These services were implemented successfully, with strong outcomes reflected in the Family Relationships and Trust Survey, where 100% of CCEIS Focal Scholars reported positive responses. Key California Dashboard indicators also showed progress: chronic absenteeism declined by 3.2%, suspension rates dropped from 2.6% to 2.2%, and expulsion rates remained at 0%. Middle school dropout rates held steady at 0.3%, though high school dropout rates rose from 1.2% to 7.2%, highlighting a need for continued focus at the secondary level. While some schools faced implementation challenges due to staffing capacity, the action overall strengthened student support systems and improved outcomes for high-need students.

LEA- Wide Actions:

Action 3.1: Targeted Intervention aimed to monitor student progress and provide support when needed. Coordination of Services Teams (COST) were established at all school sites, led by Teacher Specialists (TSAs). These teams monitored student data, triaged referrals, assigned interventions, and provided direct student services. COST teams were successfully set up at all 15 school sites, and TSAs monitored student data and triaged referrals effectively. However, some sites faced challenges in consistently implementing interventions due to varying levels of staff expertise and resource availability. Despite these challenges, COST teams successfully identified students needing support and provided targeted interventions, leading to improved student outcomes.

Chronic Absenteeism: The rate decreased by 3.2 percentage points, indicating improved student attendance. This suggests that COST teams and targeted interventions are helping address attendance barriers.

ELA & Math SBAC: Both scores improved slightly, showing that academic interventions are having a positive, though modest, impact on student achievement.

A-G Completion: This metric declined by 4.1 percentage points, indicating a need for stronger academic planning and support to ensure students meet college entrance requirements.

COST Referrals: 100% of schools are using Aeries to track referrals and 75% in progress monitoring, an increase of +19% Cost Interventions and +24% for Progress monitoring

Action 3.3: Despite the intention to expand mental health services, the number of students accessing both individual and group counseling has declined. While the percentage of students receiving individual counseling remained flat at 6%. Group counseling participation dropped by 2 percentage points. Expanded Mental Health Services were aimed to support students' ability to access learning by providing individual and group counseling referrals, case management services, and professional development for staff on trauma-informed practices. Counseling referrals and case management services were successfully provided, and professional development sessions on trauma-informed practices were conducted. However, some schools reported challenges in coordinating these services and ensuring consistent access for all students. Despite these challenges, expanded mental health services provided crucial support for students, improving their ability to access learning and enhancing overall well-being.

Overall, the implementation of actions 3.1, 3.2, 3.3, 3.4, and 3.5 showed positive outcomes in providing targeted support, increasing resources for ELLs, expanding mental health services, enhancing equity and inclusion, and improving mentoring and advising. Despite facing

challenges in staff expertise, resource availability, and logistical coordination, continuous efforts to address these challenges and build on the successes will be essential for improving student support and outcomes.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action 3.2 will be used to implement DA work to help refine our work with LTEL

Action 3.3

Increase funding to show multi-year plan for mental health services using carryover dollars

Things considering to increase the effectiveness of action 3.3

Increasing outreach and visibility of available services.

Streamlining referral processes through COST teams.

Evaluating staffing capacity and site-level implementation barriers.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Targeted Intervention	<p>Implement common teaming structures that are designed to monitor student progress and provide differentiated support when needed. Provide additional staffing to support students access and participation in targeted interventions. As part of AUSD’s MTSS strategic plan, COST teams are in place at all 15 school sites and led by TSAs who function as intervention leads</p> <p>These teams monitor school-wide student data in an effort to identify students in need of additional academic or behavioral support. They also triage referrals to intervention from staff and families, assign Tier 2 or 3 interventions as needed and monitor student progress in those intervention as applicable Intervention leads and instructional coaches also provide direct student service in the form of small group intervention or 1:1 Tier 3 support(s) Student Services Program Manager provides ongoing coaching/support to COST teams and intervention leads throughout the</p>	\$1,552,086.00	Yes

Action #	Title	Description	Total Funds	Contributing
		school year. Runs end-of-year reports using “goals” tab of Aeries to monitor/adjust interventions being offered.		
3.2	Increased FTE to Support English Language Learners	Targeted FTE to support English Learners – FTE allocations for Designated ELD and Literacy intervention sections above base allocation, allowing for lowered class sizes and proficiency-based scheduling. Also provides for sheltered courses for newcomers. DA support to refine action	\$415,915.00	Yes
3.3	Expanded Mental Health Services	Provide expanded mental health services to support students ability to access learning. Each school site will make individual and group counseling referrals to Alameda Family Services (contracted mental health provider) through their COST meetings. School sites will have a link for self-referral to counseling services on their school website. Alameda Family Services will provide Case Management Services to identified families that need additional support with housing and basic needs. Alameda Family Services will collaborate with site administrators to provide professional development to staff around trauma-informed practices	\$1,420,327.00	Yes
3.4	Equity and Inclusion	Support schools with the highest unduplicated count to provide additional staffing, materials, supplies, professional development, and professional services to increase student inclusion and acceleration with specific focus on our students who are identified as needing additional support on the California data dashboard. This includes additional administrative support, and AVID programs.	\$934,118.00	Yes
3.5	Mentoring and Advising	Provide Mentoring and advising to support case management, family communication and direct intervention services for students who are identified as needing additional support on the california data dashboard. Our Advisors are assigned to 2 elementary and 2 middle schools to assist with general education support and intervention. One wellness coordinator to support unhoused youth with case management and wrap services districtwide and All TK-12 schools are expected to identify focal students	\$818,156.00	Yes

Action #	Title	Description	Total Funds	Contributing
		and provide wrap around support. Focal students can be student from the student group on the california dashboard indicated in red and or Black, Multi-Ethnic and or Latino students who are below the 50th percentile in STAR Reading and Math, Chronically Absent, and have 1 or more Office Referral/Suspension.		

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Island High School has prioritized addressing the needs of historically underserved student groups, specifically Socioeconomically Disadvantaged (SED) students and Students with Disabilities (SWD), due to their low performance on key California School Dashboard indicators such as Graduation Rate and College/Career Readiness.	Equity Multiplier Focus Goal

State Priorities addressed by this goal.

Priority 2: State Standards (Conditions of Learning) Priority 4: Pupil Achievement (Pupil Outcomes) Priority 5: Pupil Engagement (Engagement)

An explanation of why the LEA has developed this goal.

<p>Chronic absenteeism are disproportionately affecting SWD Low graduation rates are disproportionately impacting SWD SED and SWD students need greater access to personalized graduation planning Limited opportunities for college and career preparation (e.g., dual enrollment, CTE) The goal is to increase attendance, improve graduation outcomes and expand college and career readiness specifically focused on Socioeconomically Disadvantaged (SED) Key actions: Promote alignment between student support systems, especially PBIS and CoST, with an emphasis on improving attendance and graduation rates. Lead and coordinate the schoolwide advisory program, focusing on college and career readiness. Co-facilitate professional development on Restorative Justice to strengthen and expand the school's restorative practices. Island High School - (2024 - 2025) Year in Review Island High School entered the 2024-2025 school year in a transitional phase following a period of stress and disruption. A leadership change marked the beginning of a year focused on healing, evaluating existing systems, and aligning practices with WASC goals and ESSA/LCAP requirements. Key WASC goals included improving attendance, fostering community among staff and students, and increasing parental and community engagement. Key Actions & Strategies: Weekly staff meetings were intentionally used to assess strengths, identify improvement areas, and support staff healing. Data was collected from multiple sources (e.g., Schoolzilla, Challenge Exams, credit completion, attendance) to guide improvement efforts. Focused effort on AA/B (African American/Black) students to close achievement and attendance gaps. Emphasis on restorative practices, distributive leadership, and culturally responsive and trauma-informed instruction. Notable Progress:</p>

Graduation rate:

The graduation rate is projected to increase from 57.8% in 2023–2024 to 64% in 2024–2025.

Attendance:

Overall attendance rose from 57.4% to 64.9%.

AA/B student attendance increased from 51.5% to 66%, surpassing the school average.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	High School Graduation Rate*	2023-24 Four Year Graduation Rate (Data Quest) Socio Economically Disadvantaged 42.2% Students With Disabilities 40.0%	Equity Multiplier was first identified for the 2025-26 LCAP Cycle		2026-27 Target: Socio Economically Disadvantaged 55% Students With Disabilities 55%	Equity Multiplier was first identified for the 2025-26 LCAP Cycle
4.2	Suspension Rate	2024 Actual (CA Dashboard): % suspended at least one day Socio Economically Disadvantaged: 12.1% Students with Disabilities 20%	Equity Multiplier was first identified for the 2025-26 LCAP Cycle		2027 Target: (CA Dashboard) % suspended at least one day Socio Economically Disadvantaged: 7.5% Students with Disabilities 15%	Equity Multiplier was first identified for the 2025-26 LCAP Cycle
4.3	College/Career Readiness: Percentage of high school graduates who placed in the	2024 Actual: SED 0%	Equity Multiplier was first identified for the 2025-26 LCAP Cycle		2027 Target: SED 10%	Equity Multiplier was first identified for the 2025-26 LCAP Cycle

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	'prepared' level for the C/C indicator on the California Dashboard					

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Equity Multiplier was first identified for the 2025-26 LCAP Cycle

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Equity Multiplier was first identified for the 2025-26 LCAP Cycle

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Equity Multiplier was first identified for the 2025-26 LCAP Cycle

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Equity Multiplier was first identified for the 2025-26 LCAP Cycle

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Promote alignment between student support systems, especially PBIS and COST, with an	This year was one of discovery and transformation. Staff showed readiness to challenge old paradigms and innovate. Moving forward, the school aims to strengthen student support systems, prioritize equity, and build an inclusive, data-informed culture to meet the needs of all students—especially historically underserved populations.	\$104,243.00	No

Action #	Title	Description	Total Funds	Contributing
	emphasis on improving attendance and graduation rates.	<p>Island High School continues to focus on strengthening systems of student support to address chronic attendance issues and a declining graduation rate. While attendance has shown a steady and promising upward trend—especially among African American/Black students—the reasons behind this improvement are still being explored.</p> <p>In contrast, only 44% of seniors are currently on track to graduate, continuing a multi-year downward trend. This may be due in part to staff raising academic expectations, prompting some students with significant credit deficits to opt for adult school. The school is critically examining how so many students became so credit-deficient by their senior year and questioning the former culture of low expectations reflected in the motto “Success by Choice,” which shifted accountability away from adults. The school recognizes that quantitative data alone isn’t enough, and has engaged in continuous conversations with students, families, and community partners to uncover the deeper mindsets, practices, and structural issues contributing to these challenges. Key findings point to implicit and explicit bias, low academic rigor, and a core curriculum misaligned with post secondary opportunities, all of which reflect systemic inequities and a limited vision for student success.</p> <p>Addressing these issues requires a comprehensive, systemic, and sustained effort, with a focus on improving relationships, shifting adult mindsets, and aligning curriculum and expectations with high academic standards.</p>		

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$7,701,825	\$0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
7.544%	0.528%	\$526,716.00	8.072%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.3	<p>Action: Mathematics coaching and Professional Learning with a focus on 4th -8th grades</p> <p>Need: On the Math State Assessment, the DFS has improved, increasing by +3 to +14.9 points for students identifying as Asian, Two or More Races, and African American, and students who are Socioeconomically Disadvantaged, and significantly (+15% or more points) for</p>	Providing specific coaching and professional learning for the new California Math Framework district-wide is essential for effectively supporting English language learners (ELLs), socioeconomically disadvantaged students, and foster students. This targeted professional development equips teachers with tailored instructional strategies, builds their capacity to implement equitable teaching practices, and fosters a supportive learning environment. It also promotes collaboration among educators, enabling	Math SBAC, Math EAP and Career Pathway AND UC 'a-g' Completion: Percentage of 12th grade students completing Career Technical Education (CTE) Pathway AND UC 'a-g' requirements

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Students Experiencing Homelessness. The DFS on the Math State Assessment is very high (+35 points or more) for students who identify as Asian and high (0 to +34.9 points) for students who identify as White and Two or More Races. A decline in DFS, ranging from -3 to -15 points, was noted for students of Filipino, Hispanic, and those with Disabilities, while English Learning students saw a significant decrease of -15.1 or more points. Moreover, the DFS on Math remains low for African American or Hispanic students, as well as for English Language Learners, Socioeconomically Disadvantaged students, and those Experiencing Homelessness, with scores ranging from -25.1 to -95 points, and very low, at -95.1 points or more, for Students with Disabilities.</p> <p>Scope: LEA-wide</p>	<p>the sharing of best practices, and includes mechanisms for monitoring and adjusting implementation to meet students' evolving needs. Ultimately, this focused support ensures all students have access to high-quality math education, leading to improved educational outcomes.</p> <p>Research supports the importance of providing specific coaching and professional learning to effectively implement educational frameworks, particularly for diverse student populations such as English language learners (ELLs), socioeconomically disadvantaged students, and foster students. Here are several key studies and sources:</p> <p>1. **Tailored Instructional Strategies and Teacher Capacity**:</p> <ul style="list-style-type: none"> • A study by Calderón, Slavin, and Sánchez (2011) in the <i>*Journal of Educational Research*</i> emphasizes the importance of tailored instructional strategies for ELLs, highlighting how professional development that includes language acquisition strategies significantly improves ELLs' academic performance . • Darling-Hammond, Hyler, and Gardner (2017) in their report for the Learning Policy Institute found that high-quality professional development increases teacher effectiveness and positively impacts student achievement, particularly in diverse classrooms . 	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		<p>2. **Promoting Equity and Access**:</p> <ul style="list-style-type: none"> • Research by Ladson-Billings (1995) on culturally relevant pedagogy demonstrates that when teachers are trained to connect curriculum content to students' cultural backgrounds, students from socioeconomically disadvantaged backgrounds engage more deeply and perform better academically . • The California Department of Education (CDE) emphasizes that the new Math Framework aims to provide equitable access to quality math education, addressing systemic barriers faced by underserved student groups . <p>3. **Fostering a Supportive Learning Environment**:</p> <ul style="list-style-type: none"> • The Collaborative for Academic, Social, and Emotional Learning (CASEL) underscores the importance of social-emotional learning (SEL) and trauma-informed practices in creating supportive classroom environments, which are critical for the success of foster students and others who may experience instability . <p>4. **Enhancing Collaboration and Best Practices**:</p> <ul style="list-style-type: none"> • Vescio, Ross, and Adams (2008) found that professional learning communities (PLCs) enhance teacher collaboration, leading to improved instructional practices and student outcomes . 	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		<ul style="list-style-type: none"> • Hord (1997) in her work on professional learning communities, highlights how collaborative environments foster shared best practices and continuous improvement among educators . <p>5. **Monitoring and Adjusting Implementation**:</p> <ul style="list-style-type: none"> • A study by Guskey (2002) on professional development and teacher change emphasizes the need for continuous assessment and adjustment in teaching practices to effectively meet diverse student needs . <p>These sources collectively underscore the critical role of targeted professional learning and coaching in improving educational outcomes for ELLs, socioeconomically disadvantaged students, and foster students by equipping teachers with the necessary skills and strategies to address their unique challenges.</p>	
1.4	<p>Action: Professional Learning and Coaching</p> <p>Need: AUSD demonstrates robust ELA and Math achievement, with the overall average distance from meeting standard (DFS) ranging from +10 to +44.9 points, indicating strong academic performance district-wide. Notably, the DFS on the ELA State Assessment has shown positive trends, increasing by +3 to +14.9 points for students identifying as Two or More Races and African American, and significantly (+15% or more points) for</p>	<p>Providing specific coaching and professional learning on the California State Standards with an emphasis on student discourse district-wide can significantly support English language learners (ELLs), socioeconomically disadvantaged students, and foster students for several key reasons:</p> <p>1. Enhanced Language Development for ELL English language learners benefit greatly from structured opportunities to engage in academic discourse. When educators are trained to facilitate student discourse aligned with California State Standards, they can create more inclusive</p>	Math SBAC & ELA SBAC

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Students Experiencing Homelessness. Additionally, the DFS on the ELA State Assessment is very high (+45 points or more) or high (+10 to +44.9 points) for students who identify as Asian, White, Two or More Races, and Filipino. On the Math State Assessment, the DFS has improved, increasing by +3 to +14.9 points for students identifying as Asian, Two or More Races, and African American, and students who are Socioeconomically Disadvantaged, and significantly (+15% or more points) for Students Experiencing Homelessness. The DFS on the Math State Assessment is very high (+35 points or more) for students who identify as Asian and high (0 to +34.9 points) for students who identify as White and Two or More Races. Moreover, the majority of AUSD's English Learning students are advancing towards English language proficiency, reflecting effective language acquisition programs and support. Furthermore, there has been a notable increase in the percentage of AUSD graduates meeting A-G Requirements over time, with percentages rising from 54% to 67.5% overall, and for specific student groups: Two or More Races (65/54% to 69%), White (54% to 72%), Hispanic/Latino (36% to 45.7%), Filipino (46% to 69.6%), Asian (69% to 81.3%), Socioeconomically Disadvantaged Students (39 to 56.3%), and English Learning Students (24% to 40/31.4%).</p> <p>A comprehensive assessment of student performance reveals nuanced trends across various demographic groups. Firstly, the</p>	<p>classrooms where ELLs are encouraged to practice and develop their language skills in a meaningful context. Specific coaching helps teachers employ strategies such as sentence frames, academic vocabulary scaffolding, and collaborative discussions, which are critical for language acquisition. This approach helps ELLs to:</p> <ul style="list-style-type: none"> • Improve their speaking and listening skills. • Gain confidence in using academic language. • Better understand content through interactive dialogue and peer support. <p>2. Equity and Access for Socioeconomically Disadvantaged Students Socioeconomically disadvantaged students often face barriers that can impede their academic success, including limited access to enriching educational experiences. Professional learning focused on student discourse can:</p> <ul style="list-style-type: none"> • Foster a more equitable classroom environment where all students' voices are valued. • Encourage active participation and engagement, which is crucial for students who may otherwise feel marginalized. • Provide teachers with strategies to create a supportive learning atmosphere that mitigates the effects of economic disadvantage, such as cooperative learning and peer-assisted activities. <p>3. Support for Foster/Homeless Students Foster students frequently encounter instability and trauma, which can impact their educational</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>average distance from standard (DFS) on the ELA State Assessment has shown a decline, ranging from -3 to -15 points for students identifying as White, Filipino, Hispanic, and those with Disabilities, with a significant decrease of -15.1 points or more observed for English Learning students. Conversely, the DFS for African American, English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness is notably low, ranging from -5.1 to -70 points, with an even lower score of -70.1 points or more recorded for Students with Disabilities. Similarly, on the Math State Assessment, a decline in DFS, ranging from -3 to -15 points, was noted for students of Filipino, Hispanic, and those with Disabilities, while English Learning students saw a significant decrease of -15.1 or more points. Moreover, the DFS on Math remains low for African American or Hispanic students, as well as for English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness, with scores ranging from -25.1 to -95 points, and very low, at -95.1 points or more, for Students with Disabilities. Notably, there has been a 7.6% decline in the percentage of English Learning students making progress towards English language proficiency compared to the previous year. Additionally, the College and Career Indicator remains low, ranging from 10% to 34.9%, for African American students, those with Disabilities, English Learning Students, and Students Experiencing Homelessness. Lastly, the percentage of AUSD graduates meeting A-</p>	<p>outcomes. Emphasizing student discourse within the curriculum supports foster students by:</p> <ul style="list-style-type: none"> • Building a sense of community and belonging in the classroom, which is vital for students who may lack stability elsewhere. • Offering them consistent opportunities to express their thoughts and ideas, thereby fostering resilience and self-advocacy skills. • Helping them develop strong interpersonal skills through structured peer interactions, which can be particularly beneficial given their unique social and emotional needs. <p>4. Alignment with California State Standards The California State Standards emphasize critical thinking, communication, collaboration, and creativity. Professional development focused on these standards ensures that:</p> <ul style="list-style-type: none"> • Teachers are well-equipped to integrate discourse that meets rigorous academic expectations. • Instruction is consistent across the district, providing all students with high-quality learning experiences. • Students are prepared for college and career readiness by developing essential skills in reasoning, argumentation, and collaboration. <p>5. Professional Growth and Instructional Consistency Ongoing coaching and professional learning empower teachers to:</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>G requirements has stagnated at a low range of 10-19% for Students with Disabilities and 30%-43% for students identifying as African American.</p> <p>Scope: LEA-wide</p>	<ul style="list-style-type: none"> Continuously refine their instructional practices, ensuring they are up-to-date with best practices for facilitating student discourse. Share successful strategies and collaborate with colleagues, fostering a district-wide culture of professional growth and instructional excellence. Implement differentiated instruction tailored to the diverse needs of their students, including ELLs, socioeconomically disadvantaged students, and foster students. <p>Conclusion This action district wide promotes language development, equity, community building, and alignment with academic standards, ensuring that all students have the opportunity to succeed and thrive in their educational journeys.</p> <p>Providing district-wide coaching and professional learning on the California State Standards with an emphasis on student discourse significantly supports English language learners (ELLs), socioeconomically disadvantaged students, foster and homeless students by enhancing language development, promoting equity, and fostering a sense of community. Research shows that structured academic dialogue helps ELLs improve their language skills and gain confidence (Zwiers, O'Hara, & Pritchard, 2014) . Socioeconomically disadvantaged students benefit from inclusive environments that encourage active participation and engagement, which are critical for overcoming barriers to academic success (Jensen, 2009) .</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		<p>Foster students, who often face instability, find supportive learning atmospheres through consistent opportunities for expression and collaboration, which help them build resilience and interpersonal skills (Stone, D'Andrade, & Austin, 2007) . Professional development for teachers on these standards ensures they are equipped with strategies to create equitable, high-quality learning experiences, ultimately preparing all students for college and career readiness (Darling-Hammond, Hyler, & Gardner, 2017) .</p> <p>References</p> <ol style="list-style-type: none"> 1. Zwiers, J., O'Hara, S., & Pritchard, R. (2014). Common Core Standards in Diverse Classrooms: Essential Practices for Developing Academic Language and Disciplinary Literacy. Stenhouse Publishers. 2. Jensen, E. (2009). Teaching with Poverty in Mind: What Being Poor Does to Kids' Brains and What Schools Can Do About It. ASCD. 3. Stone, S., D'Andrade, A., & Austin, M. J. (2007). Educational Services for Children in Foster Care: Common and Uncommon Perspectives. Child Welfare, 86(5), 1-24. 4. Darling-Hammond, L., Hyler, M. E., & Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute. 	
1.6	<p>Action: Retain High Quality Staff</p> <p>Need: An analysis of student performance metrics reveals significant trends, both positive and concerning, within specific demographic</p>	By attracting and retaining high-quality staff, we create a school environment that is welcoming, supportive, and academically rigorous. This is the foundation all students need to succeed, but it's especially critical for those facing additional challenges. This is especially true for our English language learners, students from	Retention data

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>groups. Chronic absenteeism experienced a notable decline from the previous year, dropping by 5.7%, indicating improved attendance rates. Despite this progress, chronic absenteeism remains notably high at 37.7% for students identifying as African American. Conversely, the graduation rate for African American students stands at a commendable 90%, signifying success in academic attainment. However, there are evident challenges, with A-G requirement completion notably low at 4.3% for African American students. Moreover, the suspension rate has increased significantly by 2.2%, particularly affecting African American students, with a suspension rate of 6.8%. Additionally, the average distance from meeting standard has increased in both ELA (6.5 points) and Math (9.7 points) for African American students, although it remains low in both subjects, with ELA standing at 43.9 points below standard and Math at 93.2 points below standard. These data points underscore the importance of targeted interventions to address disparities in academic achievement and disciplinary outcomes among African American students.</p> <p>A comprehensive assessment of student performance reveals nuanced trends across various demographic groups. Firstly, the average distance from standard (DFS) on the ELA State Assessment has shown a decline, ranging from -3 to -15 points for students identifying as White, Filipino, Hispanic, and those with Disabilities, with a significant decrease of -15.1 points or more observed for</p>	<p>socioeconomically disadvantaged backgrounds, and homeless or foster youth. These students often face challenges outside of academics that can impact their learning. Attracting and retaining high-quality staff is crucial for their success for the following reasons:</p> <p>Understanding Needs: High-quality staff have the training and experience to identify the specific needs of each student. This includes recognizing cultural differences for English learners, understanding the challenges of poverty, and having the sensitivity to support students experiencing homelessness or foster care.</p> <p>Building Relationships: These students often crave stability and positive relationships with adults. High-quality staff have the patience and dedication to build trust and rapport. This creates a safe space where students feel comfortable taking risks, asking questions, and seeking help.</p> <p>Tailored Instruction: High-quality staff are skilled at differentiating instruction. They can adapt their teaching methods to meet the individual learning styles and pace of each student. This ensures all students, regardless of background, are challenged and supported in reaching their full potential.</p> <p>Research to support the importance of high-quality staff for specific student populations: English Language Learners (ELLs): A study by Winsler et al. (2017) found that a student's social skills and emotional well-being, fostered by strong teacher-student relationships,</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>English Learning students. Conversely, the DFS for African American, English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness is notably low, ranging from -5.1 to -70 points, with an even lower score of -70.1 points or more recorded for Students with Disabilities. Similarly, on the Math State Assessment, a decline in DFS, ranging from -3 to -15 points, was noted for students of Filipino, Hispanic, and those with Disabilities, while English Learning students saw a significant decrease of -15.1 or more points. Moreover, the DFS on Math remains low for African American or Hispanic students, as well as for English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness, with scores ranging from -25.1 to -95 points, and very low, at -95.1 points or more, for Students with Disabilities. Notably, there has been a 7.6% decline in the percentage of English Learning students making progress towards English language proficiency compared to the previous year. Additionally, the College and Career Indicator remains low, ranging from 10% to 34.9%, for African American students, those with Disabilities, English Learning Students, and Students Experiencing Homelessness. Lastly, the percentage of AUSD graduates meeting A-G requirements has stagnated at a low range of 10-19% for Students with Disabilities and 30%-43% for students identifying as African American.</p>	<p>were linked to their English proficiency [Source: Effects of Socioeconomic Status on English Language Learners' Success in School - UW Tacoma Digital Commons]. This highlights the importance of staff who can build positive relationships with ELL students.</p> <p>Socioeconomically Disadvantaged Students: The Moving Beyond Access report by the Pell Institute emphasizes that strong relationships with teachers and advisors are crucial for students from low-income backgrounds to succeed in college [Source: Moving Beyond Access: College Success for Low-Income, First-Generation Students. Pell Institute]. This showcases how high-quality staff advocating for resources and providing guidance can make a significant difference.</p> <p>Homeless and Foster Youth: Research by Brinser & Wissel (2018) highlights the importance of school counselors who are aware of the unique challenges faced by students in foster care. These counselors can provide social-emotional support and connect them with needed resources [Source: Serving Students in Foster Care: Implications and Interventions for School Counselors]. This aligns with the need for high-quality staff who can identify and address the specific needs of homeless and foster youth.</p> <p>Overall Impact: A study by the National Bureau of Economic Research found that students with high-quality teachers in elementary school showed higher academic achievement and earnings later in life [Source: The Long-Run Impacts of High-Quality K-12 Teachers]. This emphasizes the broader positive impact of effective staff on student success.</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: LEA-wide		
1.7	<p>Action: Differentiated Professional Learning</p> <p>Need: A comprehensive assessment of student performance reveals nuanced trends across various demographic groups. Firstly, the average distance from standard (DFS) on the ELA State Assessment has shown a decline, ranging from -3 to -15 points for students identifying as White, Filipino, Hispanic, and those with Disabilities, with a significant decrease of -15.1 points or more observed for English Learning students. Conversely, the DFS for African American, English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness is notably low, ranging from -5.1 to -70 points, with an even lower score of -70.1 points or more recorded for Students with Disabilities. Similarly, on the Math State Assessment, a decline in DFS, ranging from -3 to -15 points, was noted for students of Filipino, Hispanic, and those with Disabilities, while English Learning students saw a significant decrease of -15.1 or more points. Moreover, the DFS on Math remains low for African American or Hispanic students, as well as for English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness, with scores ranging from -25.1 to -95 points, and very low, at -95.1 points or more, for Students with Disabilities. Notably,</p>	<p>A teacher with strong curriculum knowledge can be a game-changer for all students, but especially for English Learners (ELs) and socioeconomically disadvantaged students in Alameda. Investing in an additional day of professional learning district wide for teachers can significantly impact our unduplicated students in the following areas:</p> <p>Targeted Instruction: Understanding the curriculum allows teachers to tailor instruction to the specific language needs of ELs. They can break down complex concepts, use visuals, and incorporate scaffolding techniques to ensure ELs grasp content effectively.</p> <p>Bridge the Gap: Curriculum knowledge helps teachers bridge the gap between a student's native language and English. They can identify opportunities to connect the curriculum to students' prior knowledge and cultural backgrounds, fostering deeper understanding.</p> <p>Differentiation Strategies: Professional learning equips teachers with differentiation strategies that cater to the varying English proficiency levels within their classrooms. This ensures ELs receive the targeted support they need to access and succeed in the curriculum.</p> <p>Academic Language Development: A strong grasp of the curriculum allows teachers to integrate academic language development strategies into their lessons. This provides disadvantaged students, who may lack exposure to such language outside of school, with the tools they need to understand complex texts and participate effectively in class discussions.</p>	Math SBAC & ELA SBAC

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>there has been a 7.6% decline in the percentage of English Learning students making progress towards English language proficiency compared to the previous year. Additionally, the College and Career Indicator remains low, ranging from 10% to 34.9%, for African American students, those with Disabilities, English Learning Students, and Students Experiencing Homelessness. Lastly, the percentage of AUSD graduates meeting A-G requirements has stagnated at a low range of 10-19% for Students with Disabilities and 30%-43% for students identifying as African American.</p> <p>Scope: LEA-wide</p>	<p>Culturally Responsive Teaching: Professional learning can introduce culturally responsive teaching practices. Teachers can then leverage the experiences and backgrounds of disadvantaged students to make the curriculum more relevant and engaging, fostering a sense of belonging and motivation.</p> <p>Closing the Opportunity Gap: By ensuring disadvantaged students have equal access to the curriculum and the language skills needed to navigate it, teachers can help close the opportunity gap and set these students on the path to academic success.</p> <p>Overall Benefits:</p> <p>Equity and Access: Curriculum knowledge empowers teachers to create a more equitable and accessible learning environment for all students, regardless of their language background or socioeconomic status.</p> <p>Teacher Confidence: Professional learning boosts teacher confidence in their ability to effectively teach the curriculum to diverse learners. This translates to a more positive and supportive classroom atmosphere for all students.</p> <p>Student Engagement: When the curriculum is presented in a clear and differentiated way, students, particularly ELs and disadvantaged students, can become more engaged and motivated to learn.</p>	
1.8	<p>Action: Site SPSA Goals and Actions targeted support</p> <p>Need:</p>	<p>Providing funds directly to schools to address the needs of low-performing students, particularly English language learners, homeless students, and those from socioeconomically disadvantaged backgrounds, can be highly beneficial. These</p>	Math SBAC & ELA SBAC

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>A comprehensive assessment of student performance reveals nuanced trends across various demographic groups. Firstly, the average distance from standard (DFS) on the ELA State Assessment has shown a decline, ranging from -3 to -15 points for students identifying as White, Filipino, Hispanic, and those with Disabilities, with a significant decrease of -15.1 points or more observed for English Learning students. Conversely, the DFS for African American, English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness is notably low, ranging from -5.1 to -70 points, with an even lower score of -70.1 points or more recorded for Students with Disabilities. Similarly, on the Math State Assessment, a decline in DFS, ranging from -3 to -15 points, was noted for students of Filipino, Hispanic, and those with Disabilities, while English Learning students saw a significant decrease of -15.1 or more points. Moreover, the DFS on Math remains low for African American or Hispanic students, as well as for English Learning, Socioeconomically Disadvantaged students, and those Experiencing Homelessness, with scores ranging from -25.1 to -95 points, and very low, at -95.1 points or more, for Students with Disabilities. Notably, there has been a 7.6% decline in the percentage of English Learning students making progress towards English language proficiency compared to the previous year. Additionally, the College and Career Indicator remains low, ranging from 10% to 34.9%, for African American students, those with</p>	<p>students often face unique challenges that standardized tests may not fully capture. By empowering schools to decide how to allocate resources, they can tailor interventions and support to the specific needs of their student population. This flexibility allows schools to address issues specific to thier student population ultimately creating a more effective path towards improved academic performance for all students.</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Disabilities, English Learning Students, and Students Experiencing Homelessness. Lastly, the percentage of AUSD graduates meeting A-G requirements has stagnated at a low range of 10-19% for Students with Disabilities and 30%-43% for students identifying as African American.</p> <p>Scope: LEA-wide</p>		
1.12	<p>Action: Data Driven Decision Making and Cycles of Continuous Improvement</p> <p>Need: An analysis of student performance metrics reveals significant trends, both positive and concerning, within specific demographic groups. Chronic absenteeism experienced a notable decline from the previous year, dropping by 5.7%, indicating improved attendance rates. Despite this progress, chronic absenteeism remains notably high at 37.7% for students identifying as African American. Conversely, the graduation rate for African American students stands at a commendable 90%, signifying success in academic attainment. However, there are evident challenges, with A-G requirement completion notably low at 4.3% for African American students. Moreover, the suspension rate has increased significantly by 2.2%, particularly affecting African American students, with a suspension rate of 6.8%. Additionally, the average distance from</p>	<p>Supporting the analysis of standards-aligned assessments can significantly benefit unduplicated count (UDC) students in Alameda. Data impacts the following: Targeted Interventions: Analyzing standards-aligned assessments allows educators to pinpoint specific areas of weakness for each student. This data-driven approach ensures that interventions and support are targeted to address individual needs, rather than a one-size-fits-all approach. Early Identification of Learning Gaps: Timely identification of learning gaps is crucial for our students who qualify as unduplicated students. Standards-aligned assessments provide regular snapshots of student progress, allowing teachers to catch difficulties early before they snowball into larger problems. This early intervention can significantly improve their academic trajectory. Monitoring Progress and Informing Instruction: By analyzing trends in student performance across different standards, educators can evaluate the effectiveness of current teaching strategies. This data can then be used to adjust instruction, personalize learning experiences, and ensure</p>	<p>On average, site leaders (principals, assistant principals, teacher leaders) will report a 4 or greater on a 5 point when asked to “rate the support you have received from the RAD Team”</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>meeting standard has increased in both ELA (6.5 points) and Math (9.7 points) for African American students, although it remains low in both subjects, with ELA standing at 43.9 points below standard and Math at 93.2 points below standard. These data points underscore the importance of targeted interventions to address disparities in academic achievement and disciplinary outcomes among African American students.</p> <p>Scope: LEA-wide</p>	<p>unduplicated students are progressing towards meeting the expected standards.</p> <p>Addressing Underlying Issues: Analyzing assessments alongside factors like attendance or participation can help identify potential underlying issues like unstable housing for homeless students or language barriers for ELs. This information can then be used to connect students with the appropriate support services.</p> <p>Site and District-Level Accountability: Analyzing assessment data across a school or district allows for identification of systemic trends in performance for our students who fall into the category of our unduplicated count population. This data can be used to hold schools and districts accountable for ensuring all students, regardless of background, have an equal opportunity to succeed. It can also inform our district-wide actions and resource allocation to better support our students who qualify as unduplicated.</p> <p>Overall, supporting the analysis of standards-aligned assessments provides educators with valuable data to personalize learning, identify and address learning gaps early, and ultimately ensure students in Alameda have the tools and support they need to achieve academic success.</p>	
2.1	<p>Action: Culturally Responsive Family Engagement</p> <p>Need: White, Black, Declined to State, SWD, Sexual Identify Non-Heterosexual, Gender Identity Non-Binary based on the disaggregated responses from the Engaged and Trusting Family Relationships have lower response</p>	<p>Providing culturally responsive family engagement activities like interactive workshops, listening sessions, support for parent-led DEI (Diversity, Equity, and Inclusion) roundtables, and affinity group community events benefit English learners, homeless students, and socioeconomically disadvantaged students in the following ways: : Building Trust and Collaboration: When families from diverse backgrounds feel welcome, valued,</p>	Family Relationships and Trust Survey

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>when asked about staff relationship with families and understanding of families' culture. The lowest average scoring items were “Staff at this school work hard to build a trusting relationship with parents” (3.8), and “Teachers and administrators at this school believe that talking with parents helps them understand their students better”. The responses from families of students served through Special Education, and families of students who identify as black/African American were statistically similar to those of families not using Special Education services and other races.</p> <p>Responses from families of students of English Learners and CCEIS Scholar Students were slightly higher than other families. Responses from families of Non-Binary students were lower than other families.</p> <p>Average Responses for the questions below were:</p> <p>Teachers and administrators at this school believe that I am doing my best to help my child learn. (79%)</p> <p>I believe that staff at this school feel good about my support for their work. (72.4%)</p> <p>Staff at this school really care about this local community. (80.2%)</p> <p>I believe that I do a good job of supporting the teachers at this school. (78%)</p> <p>At this school, teachers and families think of each other as partners in educating children. (77.3%)</p> <p>I have full confidence in the teachers and administrators at this school. (76.6%)</p>	<p>and heard by the school community, trust and collaboration increase. This fosters a stronger partnership between families and educators, ultimately benefiting student learning.</p> <p>Addressing Cultural Differences: Interactive workshops can equip families with strategies to support their child's learning at home, considering their cultural background. This can be especially helpful for EL families who may have limited experience with the US education system.</p> <p>Empowering Families as Advocates: Listening sessions and support for parent-led DEI roundtables create a space for families to voice their concerns and suggestions. This empowers them to become advocates for their children's education and hold schools accountable for meeting their needs.</p> <p>Building Community and Belonging: Community events for affinity groups create a sense of belonging for students and families. This can be particularly important for our unduplicated students who may feel isolated due to language barriers, economic hardship, or housing instability. Seeing positive representations of their culture and background within the school community can boost their self-esteem and motivation.</p> <p>Improved Student Outcomes: Research shows that strong family engagement leads to improved academic achievement, attendance, and behavior for all students, but especially for unduplicated students who may need extra support at home [Source: The National Center for Education Statistics. (2019). Parent and family involvement in education. Retrieved from [invalid URL removed]].</p> <p>By providing culturally responsive family engagement activities, schools can create a more</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Staff at this school work hard to build a trusting relationship with parents. (72.9%) Teachers and administrators at this school believe that talking with parents helps them understand their students better. (70.8%) I feel respected by teachers and administrators at this school. (79%) I feel my cultural beliefs and practices are respected by teachers and administrators at this school. (71.6%) I respect the teachers and administrators at this school. (89.6%)</p> <p>Responses from Families: Students with IEPs 8 out of 11 response to the items were lower than average 80.7% 77.3% 77.3% 78.4% 76.1% 71.6% 73.9% 68.8% 77.8% 69.3% 86.4%</p> <p>Black/ AA Students 8 out of 11 response to the items were lower than average 78.5% 73.4% 77.2% 74.7% 73.4%</p>	<p>welcoming and inclusive environment for our unduplicated population and their families. This collaboration empowers families to be active participants in their child's education, ultimately leading to better student outcomes.</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>69.6%</p> <p>69.6%</p> <p>69.6%</p> <p>81.0%</p> <p>65.8%</p> <p>91.1%</p> <p>CCEIS Focal Scholars 4 out of 11 response to the items were lower than average</p> <p>100.0%</p> <p>87.5%</p> <p>87.5%</p> <p>62.5%</p> <p>75.0%</p> <p>75.0%</p> <p>75.0%</p> <p>75.0%</p> <p>75.0%</p> <p>75.0%</p> <p>100.0%</p> <p>LGBTQ+ Students 10 out of 11 response to the items were lower than average</p> <p>66.3%</p> <p>57.6%</p> <p>76.1%</p> <p>60.9%</p> <p>70.7%</p> <p>66.3%</p> <p>60.9%</p> <p>63.0%</p> <p>69.6%</p> <p>63.0%</p> <p>84.8%</p>		

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Non-Binary Students 7 out of 11 response to the items were lower than average</p> <p>82.4% 67.6% 82.4% 73.5% 70.6% 79.4% 64.7% 70.6% 76.5% 55.9% 94.1%</p> <p>Scope: LEA-wide</p>		
2.2	<p>Action: Best Practices Family and School Partnering</p> <p>Need: White, Black, Declined to State, SWD, Sexual Identify Non-Heterosexual, Gender Identity Non-Binary based on the disaggregated responses from the Engaged and Trusting Family Relationships have lower response when asked about staff relationship with families and understanding of families' culture. The lowest average scoring items were “Staff at this school work hard to build a trusting relationship with parents” (3.8), and “Teachers and administrators at this school believe that talking with parents helps them understand their students better”. The responses from</p>	<p>By implementing common best practices for family engagement and empowering families, schools can create a more inclusive and supportive environment for all students. This is particularly important for unduplicated students who may benefit from additional support at home and a strong partnership between families and educators. This collaboration can lead to improved academic achievement, better attendance, and a stronger sense of belonging for unduplicated students.</p> <p>The following are some key reasons to support common best practices for family engagement:</p> <p>Reduced Confusion and Increased Participation:</p>	Family Relationships and Trust Survey

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>families of students served through Special Education, and families of students who identify as black/African American were statistically similar to those of families not using Special Education services and other races.</p> <p>Responses from families of students of English Learners and CCEIS Scholar Students were slightly higher than other families.</p> <p>Responses from families of Non-Binary students were lower than other families.</p> <p>Average Responses for the questions below were:</p> <p>Teachers and administrators at this school believe that I am doing my best to help my child learn. (79%)</p> <p>I believe that staff at this school feel good about my support for their work. (72.4%)</p> <p>Staff at this school really care about this local community. (80.2%)</p> <p>I believe that I do a good job of supporting the teachers at this school. (78%)</p> <p>At this school, teachers and families think of each other as partners in educating children. (77.3%)</p> <p>I have full confidence in the teachers and administrators at this school. (76.6%)</p> <p>Responses from Families:</p> <p>Students with IEPs 8 out of 11 response to the items were lower than average</p> <p>80.7%</p> <p>77.3%</p> <p>77.3%</p> <p>78.4%</p>	<p>Standardized Approach: Common best practices across the district ensure a consistent approach to family engagement. This reduces confusion for families, especially those with multiple children in different schools, and newcomers to the district. This consistency makes it easier for families to understand expectations and navigate the various school systems.</p> <p>Targeted Information and Tools: Providing families with the necessary information and tools specific to their student's needs empowers them to become active partners in their child's education. This may include translated materials for EL families, resources on navigating Individualized Education Plans (IEPs) for students with disabilities, or workshops on specific academic topics relevant to their child's grade level.</p> <p>Building Trust and Breaking Down Barriers:</p> <p>Overcoming Language Barriers: When schools prioritize culturally responsive communication, EL families feel more welcome and included. This can involve translated materials, interpreters at meetings, and workshops offered in multiple languages. Breaking down language barriers fosters trust and collaboration between families and educators.</p> <p>Addressing Historically Underserved Families: Some families may lack experience navigating school systems or have had bad experiences in the school systems. Standardized best practices can ensure all families, regardless of socioeconomic background or race, receive equal</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>76.1%</p> <p>71.6%</p> <p>Black/ AA Students 8 out of 11 response to the items were lower than average</p> <p>78.5%</p> <p>73.4%</p> <p>77.2%</p> <p>74.7%</p> <p>73.4%</p> <p>69.6%</p> <p>CCEIS Focal Scholars 4 out of 11 response to the items were lower than average</p> <p>100.0%</p> <p>87.5%</p> <p>87.5%</p> <p>62.5%</p> <p>75.0%</p> <p>75.0%</p> <p>LGBTQ+ Students 10 out of 11 response to the items were lower than average</p> <p>66.3%</p> <p>57.6%</p> <p>76.1%</p> <p>60.9%</p> <p>70.7%</p> <p>66.3%</p> <p>Non-Binary Students 7 out of 11 response to the items were lower than average</p> <p>82.4%</p> <p>67.6%</p> <p>82.4%</p> <p>73.5%</p>	<p>access to information and resources needed to support their child's education.</p> <p>Empowering Advocacy and Addressing Specific Needs:</p> <p>Supporting Individualized Learning: By equipping families with tools and knowledge, they can better understand and explain their child's learning style and specific needs. This empowers them to advocate for their child and work collaboratively with educators to develop effective learning strategies.</p> <p>Addressing Underlying Challenges: Homeless students and those from disadvantaged backgrounds may face challenges outside of academics. Standardized best practices can ensure families have access to resources and support services available within the district or community. This might include information on food banks, after-school programs, or mental health services</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>70.6%</p> <p>79.4%</p> <p>Scope: LEA-wide</p>		
2.3	<p>Action: School Culture</p> <p>Need: The suspension rate within the AUSD has shown an increase, ranging from +0.3% to +2% across various student demographics, including Filipino, White, Two or More Races, Hispanic, Pacific Islander, as well as students who are Learning English, Socioeconomically Disadvantaged, and Foster Youth. Notably, the suspension rate has significantly risen by +2.1% or more among students identifying as African American. Moreover, the suspension rate remains high, ranging from 4.6% to 8% for African American students, Students with Disabilities, and Foster Youth, while Pacific Islander students experience even higher rates. Chronic absenteeism persists as a significant challenge, with rates exceeding 20.1% for Students Experiencing Homelessness, Students with Disabilities, Socioeconomically Disadvantaged students, and those identifying as Hispanic or African American. Additionally, other student groups, such as White, Two or More Races, Filipino, and English Learning students, also face elevated absenteeism rates ranging from 10.1% to 20%.</p>	<p>Implementing a culturally responsive positive behavior support structure (PBIS) across all school sites benefit all students but can provide additional support for our unduplicated student population (English learners, homeless students, and socioeconomically disadvantaged students): PBIS Supports:</p> <p>Reduced Confusion and Increased Understanding: Clear Expectations: A district-wide PBIS system establishes clear and consistent expectations for behavior across all schools. This minimizes confusion, especially for students who may be new to the district or have limited English proficiency.</p> <p>Culturally Responsive Practices: A culturally responsive PBIS system considers the diverse backgrounds and cultural norms of students. This means acknowledging different communication styles and incorporating positive reinforcement methods that resonate with various cultural groups.</p> <p>Building Trust and Positive Relationships: Emphasis on Positive Reinforcement: PBIS focuses on rewarding positive behaviors rather than solely punishing negative ones. This creates a more positive and supportive school climate, which is especially important for unduplicated students who may have experienced challenges or disruptions in their educational journey.</p>	<p>Tiered Fidelity Inventory, Suspension rate and Chronic absenteeism rate, California Healthy Kids Survey</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Scope: LEA-wide</p>	<p>Building Rapport with Educators: A consistent PBIS framework allows educators to focus on building positive relationships with all students. This fosters trust and can be particularly helpful for homeless students who may feel isolated or for EL students who are still navigating language barriers.</p> <p>Addressing Underlying Needs: Early Intervention and Support: PBIS helps identify potential behavioral issues early on. This allows for targeted interventions and support to address the root causes of the behavior, which may be related to factors outside of school such as unstable housing or language barriers for EL students.</p> <p>Tiered Support System: A well-designed PBIS system offers a tiered support system. This ensures that students receive the level of support they need, from universal classroom expectations to targeted interventions for students who require additional assistance.</p> <p>Improved Academic Outcomes and Sense of Belonging: Reduced Disruptions: By promoting positive behavior, PBIS can lead to fewer disruptions in the classroom. This creates a more focused learning environment that benefits all students, especially those who may be easily distracted by disruptions.</p> <p>Sense of Community and Belonging: A positive school climate fostered by PBIS can improve student well-being and create a sense of belonging. This is crucial for unduplicated students who may feel marginalized or disconnected from their peers.</p> <p>By implementing a culturally responsive PBIS system, schools can create a more inclusive and supportive environment for all students. This can</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		lead to improved academic outcomes, reduced disciplinary incidents, and a stronger sense of belonging for our unduplicated students.	
3.1	<p>Action: Targeted Intervention</p> <p>Need: As part of AUSD's MTSS strategic plan, COST teams are in place at all 15 school sites and led by TSAs who function as intervention lead these teams monitor school-wide student data in an effort to identify students in need of additional academic or behavioral support. They also triage referrals to intervention from staff and families, assign Tier 2 or 3 interventions as needed and monitor student progress in those intervention as applicable. Our ELL, Foster Youth and Low Income students are not perform at the same levels of our other subgroups in regards to SBAC and A-G completion rates.</p> <p>Scope: LEA-wide</p>	<p>implementing common teaming structures and additional staff district-wide to monitor student progress and provide differentiated support benefits our unduplicated student population (English learners, homeless students, and socioeconomically disadvantaged students) by providing the following:</p> <p>Stronger Collaboration and Data-Driven Decisions:</p> <p>Shared Responsibility: Common teaming structures create a collaborative environment where teachers, specialists, and support staff work together to track student progress. This shared responsibility ensures no student falls through the cracks, especially those who may need extra support.</p> <p>Data-Driven Interventions: These teams can analyze student data, including assessments and classroom performance, to identify areas of strength and weakness. This data-driven approach allows for targeted interventions and personalized learning plans that address the specific needs of each student, including unduplicated populations.</p> <p>Addressing Unique Needs of Unduplicated Students:</p> <p>Early Identification of Challenges: Regular progress monitoring allows for the early</p>	Chronic absenteeism rate, ELA & Math SBAC,A-G completion rate, COST referrals and progress monitoring

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		<p>identification of learning gaps or challenges faced by unduplicated students. This can include language barriers for EL students, academic delays for students experiencing homelessness, or socioeconomic factors impacting learning.</p> <p>Tailored Support and Differentiation: Teams can develop differentiated instruction strategies to cater to the specific needs of unduplicated students. This can involve providing additional support in core subjects for EL students, developing social-emotional learning programs for students experiencing homelessness, or offering targeted resources for students from disadvantaged backgrounds.</p> <p>Communication and Bridging Gaps:</p> <p>Improved Communication with Families: Teams can work together to develop effective communication strategies with families from diverse backgrounds. This could involve translated progress reports for EL families, culturally responsive communication methods, or family conferences tailored to address specific student needs.</p> <p>Bridging the Gap Between School and Home: Collaboration between teachers, support staff, and families allows for a more holistic approach to student success. This can help bridge the gap between what happens at school and at home, especially for unduplicated students who may face challenges outside of the classroom.</p> <p>Overall Benefits and Equity:</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		<p>Equity and Access: Common teaming structures and additional specialized staff ensure all students, regardless of background, have equal access to monitoring, support, and differentiated instruction. This promotes equity and ensures unduplicated students receive the resources they need to succeed.</p> <p>Improved Academic Achievement: By providing targeted support and addressing individual needs, teaming structures and specialized staff can support improved academic achievement for all students, with a particular benefit for unduplicated students who may need extra help closing the opportunity gap.</p> <p>By implementing common teaming structures district-wide and providing additional specialized support staff, schools can create a more responsive and supportive learning environment for all students. This collaboration and data-driven approach can significantly benefit our unduplicated student population, ensuring they receive the targeted support and interventions needed to reach their full potential.</p>	
3.3	<p>Action: Expanded Mental Health Services</p> <p>Need: Mental health problems in early childhood and adolescence increase the risk for poor academic performance, indicating the need for awareness and treatment to provide fair opportunities to access education. Access to mental health treatment is an essential</p>	<p>Providing expanded mental health services district-wide and at all school sites support students' ability to access learning, particularly benefiting our unduplicated count (UDC) students in the following ways:</p> <p>Improved Focus and Learning Capacity:</p> <p>Addressing Mental Health Challenges: Mental health challenges like anxiety, depression, or</p>	Students accessing individual mental health counseling district-wide, students accessing group mental health services

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>component of student success. Students struggling with poor mental health will face overall poor academic outcomes.</p> <p>Currently, in the 23-24 school year, there are 625 students accessing individual mental health counseling district-wide. Of those 625 students: 56 are EL, 12 are homeless, 97 are Black or African American, 151 are Hispanic, and 25 are American Indian or Alaskan Native.</p> <p>Currently in the 23-24 school year, there are 693 students accessing group mental health services. Of those 693 students: 56 are EL, 10 are homeless, 81 are Black or African American, 153 are Hispanic, and 30 are American Indian or Alaskan Native.</p> <p>Scope: LEA-wide</p>	<p>trauma can significantly impact a student's ability to focus, retain information, and participate actively in class. Expanded mental health services can help students address these challenges, improving their overall learning capacity.</p> <p>Reduced Absenteeism and Disruptions: Untreated mental health issues can lead to increased absences and disruptive behavior in class. Increased access to mental health services can lead to fewer disruptions and allow students to be present and engaged in learning.</p> <p>Building Resilience and Social-Emotional Skills:</p> <p>Prevention and Early Intervention: Expanded services can provide preventive care and early intervention for mental health concerns. This can be especially helpful for UDC students who may face higher risks of anxiety, depression, or trauma due to factors like homelessness, poverty, or language barriers.</p> <p>Social-Emotional Learning (SEL): School-based mental health professionals can integrate social-emotional learning (SEL) strategies into the curriculum. These skills like coping mechanisms, emotional regulation, and relationship building are crucial for academic success and overall well-being.</p> <p>Addressing Specific Needs of Unduplicated Students:</p> <p>Culturally Responsive Care: Mental health services can be tailored to address the specific</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		<p>needs and cultural backgrounds of unduplicated students. This may involve therapists familiar with the challenges faced by homeless youth, or counselors who can provide services in multiple languages for EL students.</p> <p>Addressing Underlying Issues: Mental health challenges can sometimes be symptoms of underlying issues like unstable housing or language barriers. Therapists can work with students to address these issues directly or connect them with appropriate resources within the school or community.</p> <p>Overall Benefits:</p> <p>Improved Academic Performance: By addressing mental health concerns and building social-emotional skills, expanded services can lead to improved academic performance for all students, especially Unduplicated students who may face additional challenges.</p> <p>Increased Graduation Rates: Students who receive support for their mental health are more likely to stay engaged in school and graduate.</p> <p>Positive School Climate: Expanded mental health services can contribute to a more positive and supportive school climate where all students feel safe and able to learn.</p> <p>By providing expanded mental health services district-wide, schools can create a more comprehensive and supportive learning environment. This can be particularly</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		transformative for unduplicated students, empowering them to overcome challenges, develop resilience, and reach their full academic potential	
3.4	<p>Action: Equity and Inclusion</p> <p>Need: Elementary schools with the highest unduplicated count will be staffed with a principal, an assistant principal, scholar advisor. And two instructional coaches and one intervention lead</p> <p>Professional development will include focus on CLRT including initial training and ongoing coaching.</p> <p>Staff schoolwide will be trained and implement AVID WICOR strategies (Writing, Inquiry, Collaboration, Organization, and reading</p> <p>Unduplicated students often face unique challenges outside of academics that can hinder their learning. These challenges may include poverty, homelessness, language barriers, or unstable family situations. Providing additional staffing, like counselors or TSA's, allows schools to address these underlying issues directly and connect students with necessary support services.</p> <p>Scope:</p>	<p>Supporting schools with the highest unduplicated count (UDC) students through additional resources can be highly beneficial for this student population, which includes English learners (ELs), socioeconomically disadvantaged students, and homeless and foster youth for the following reasons:</p> <p>Addressing Underlying Challenges:</p> <p>Unduplicated students often face unique challenges outside of academics that can hinder their learning. These challenges may include poverty, homelessness, language barriers, or unstable family situations. Providing additional staffing, like counselors or TSA's, allows schools to address these underlying issues directly and connect students with necessary support services.</p> <p>Targeted Support and Differentiation:</p> <p>Additional staff and professional development equip teachers with the skills and resources to differentiate instruction. This means tailoring lessons to meet the specific needs of each student, ensuring ELs receive targeted language support and disadvantaged students have access to high-quality materials and teaching.</p> <p>Professional services can provide specialized interventions for students who are struggling</p>	<p>Aggregate data of students accessing services.</p> <p>Aggregate data on Wellness Surveys</p> <p>Aggregate data from CHKS</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Schoolwide	<p>academically or socially. This can be especially helpful for Unduplicated students who may have fallen behind due to factors outside their control.</p> <p>Increased Inclusion and Acceleration:</p> <p>Reduced intervention group sizes: Additional staffing allows for smaller intervention group sizes, which can lead to a more inclusive learning environment where all students receive more individualized attention. This is critical for unduplicated students who may benefit from extra support to keep pace with their peers.</p> <p>AVID (Advancement Via Individual Determination) programs can equip students with the skills and knowledge they need to be successful in college preparatory courses. This can help accelerate learning and open doors to higher education opportunities for UDC students.</p> <p>Administrative Support: More administrative support staff can free up teachers' time to focus on instruction. Additionally, support staff can assist families, especially those with limited English proficiency, in navigating school systems and accessing resources.</p> <p>Overall Benefits:</p> <p>Improved Academic Achievement: By providing targeted support, addressing underlying challenges, and creating a more inclusive environment, schools can help unduplicated</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		<p>students achieve academic success and close the achievement gap.</p> <p>Increased Graduation Rates: When students feel supported and have access to the resources they need, they are more likely to graduate high school and pursue further education.</p> <p>Positive School Climate: A well-resourced school with a focus on student well-being can foster a more positive and supportive climate where all students feel valued and empowered to succeed.</p> <p>By focusing resources on schools with high unduplicated populations, districts can address the unique needs of these students and ensure they have a fair shot at academic success. This investment can have a transformative impact on the lives of these students and contribute to a more equitable education system overall.</p>	
3.5	<p>Action: Mentoring and Advising</p> <p>Need: Alameda Unified School District (AUSD) was found significantly disproportionate in the over-identification of African American students for Special Education, specifically in the Category of Other Health Impaired (OHI). It should also be noted that while African American students make up 5% of the district's student enrollment, African American students make up 25% of those receiving Special Education Services. AUSD is now on the 3rd plan mandated by the state of California to</p>	<p>Four Advisors are assigned to 2 elementary and 2 middle schools to assist with general education support and intervention.</p> <p>All TK-8 schools are expected to identify Scholar students and provide wrap around support. AUSD is committed to providing additional support to provide direct services to African American/Multi Ethnic, and Latino students on our school campuses. Aligned to the goals of the Strategic Plan and CCEIS, the Scholar Staff/Student Advisor role has been designed to support a designated list of students K-3, 6th-7th grade, on the following school campuses: Ruby Bridges, Maya Lin, Wood Middle and Encinal Jr. Jets for</p>	<p>1) CA Dashboard Indicators - Chronic Absenteeism, Suspension Rates, Expulsion Rates, High School Drop Out Rates, Middle School Drop Out Rates, Expulsion Rate 2) Engaged and Trusting Family Relationships - % Positive responses on Family Relationships and Trust Survey for CCEIS Focal Scholars Group</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>implement activities that aim to disrupt this trend. These activities have been co-created by AUSD leadership, teachers, staff, and parents.</p> <p>Premature Identification: The hyper-focus on African American student behaviors, premature identification of a disability prior to appropriately implemented interventions result in a direct pathway to special education, a permanent placement for most.</p> <p>Pre-Referrals & Interventions: Inconsistent documentation, implementation, and equitable resources across schools for AUSD's Multi-Tiered System of Support.</p> <p>Behavior Management: Due to systemic failures and lack of training within AUSD to understand, and appropriately respond to African American student behaviors leads to the premature assumption of a disability prior to appropriately implementing culturally responsive behavior management practices.</p> <p>Family Partnerships: AUSD's lack of authentic partnerships with African American/Black/Multi-Ethnic parents and families historically have led to distrustful relationships between families and district/site staff .</p> <p>Race and Culture:</p>	<p>the 2023-2025 school years. The Advisor's caseload will consist of up to 20 students, who meet the criteria set forth in CCEIS including STAR Reading, STAR Math (below 50th percentile), Attendance, and Engagement. Advisors will work with administrators, Scholar teachers, Scholar students and their families, and integrate into pre-existing support teams to ensure that these students make significant academic and social emotional progress while under their care.</p>	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Systemic racism, bias, and lack of cultural humility result in unaddressed microaggressions, a curriculum that does not reflect the diverse community it serves, and special education assessments that inadequately address issues of race, culture, and the family, in telling the child's story.</p> <p>Literacy/Access to Educational Opportunity: AUSD's failure to ensure that there is a robust, consistently implemented Reading/ELA and Math curriculum contributes to students not entering the secondary school on grade level.</p> <p>Absenteeism: African American students have less instructional time due to attendance contributing to lower academic achievement. There is also a lack of clarity at the site level around effective truancy interventions, and supports.</p> <p>Executive Functioning: The lack of Tier I instruction on executive function skills contributes to some students becoming eligible for special education and negatively impacting the transition from elementary to secondary.</p> <p>Scope: Schoolwide</p>		

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.5	<p>Action: Teacher Leader Development and collaboration</p> <p>Need: Collaborative Inquiry Groups to Improve Teacher Practice and Increase Student Engagement Academic engagement is one of the key predictors for success in school. Teacher behavior has a significant impact on the levels of student engagement in the classroom. Collaborative inquiry groups have been shown to not only change teacher practice because they can meet teachers' psychological needs of competence, relatedness and autonomy, but also serve as a model of the type of autonomy supportive conditions that teachers can implement that would lead to increased engagement in the classroom</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	Professional development to support school teams and teacher leaders to align site-level goals to culturally-responsive district priorities and increase teacher capacity to facilitate their own learning. Support teachers and school teams with collaborative inquiry, data analysis, and reflection on practice to promote student learning and refine instruction	ELA SBAC, ELA EAP, Math SBAC, Annual growth target for English Language Proficiency Assessment for California (ELPAC) English Learner Reclassification Rate: % of ELs reclassifying to Fluent English Proficient (FEP)
1.13	<p>Action: Coordination and Support of English Language Learners</p> <p>Need:</p>	Maintain coordinator of language and literacy position to manage implementation of designated ELD and integrated ELD program.	Annual growth target for English Language Proficiency Assessment for California (ELPAC) English Learner

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>To coordinate our district wide efforts in improving outcomes for English Language Learners</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	ELL student will receive targeted supports and services to address their needs which will provide access to general education as they reclassified.	<p>Reclassification Rate: % of ELs reclassifying to Fluent English Proficient (FEP)</p> <p>English Language Development (ELD) Standards Implementation: % of ELs receiving designated ELD instruction with fidelity to district model and aligned to ELD Standards</p>
3.2	<p>Action: Increased FTE to Support English Language Learners</p> <p>Need: Smaller classes and proficiency-based scheduling allows students to have more targeted support especially for our LTEL(s) who need extra to support as the ELPAC increase in rigor each year they are classified as a LTEL.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	Student data used to identify the number of sections. Teachers and TSAs reviewed multiple sources of ELL student data to determine appropriate placement by language fluency and progress. Ensure teachers are trained to implement new adopted Secondary ELD curriculum. With reduced class sizes and more targeted instructions students will be able to reduce the number of ELL students being classified as LTEL as well as support LTEL in being reclassified.	Percentage of non LTEL English Learners who are at risk of becoming LTELs (% of English Learners who are in their 5th year of English Learner status)

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

These services are the most effective use of LCFF funds to meet AUSD's goals for our unduplicated pupils in the state and any local priority areas. We developed this plan through examining current research, surveying and meeting with families from the impacted student groups and considering the needs, conditions and circumstances of our unduplicated pupils. Based on the feedback and collaboration with our educational partners, collaboration with multiple committees, we created measurable outcomes for each goal. We are emphasizing Multi-Tiered Systems of Support (MTSS), socioemotional learning (SEL), English language development, instructional differentiation, culturally

and linguistically responsive instruction, diversity equity and inclusion (DEI) and materials and other approaches to instruction that will address how to accelerate learning. Specifically academic supports such as professional development on PLC's with an equity lens, Teacher Created Materials (TCM-connected to Sharroky Hollie's work) to learn about and implement culturally and linguistically responsive (CLR) classroom strategies, and grading for equity piloting and PD will make instruction more accessible and engaging for unduplicated pupils. Further, social emotional supports such as additional MTSS staffing, intervention leads and coaches help us to ensure that unduplicated pupils receive the additional social emotional support that they need to be emotionally healthy and to learn in an emotionally-safe environment. Our description in Prompt #1 above explains how we have developed LEA-wide and School-wide actions that contribute to increasing services for our unduplicated students. In addition to these LEA- and School-wide actions, we have developed the following actions that are only available to English Learners, Foster Youth, and/or Low-Income students (also known as "Limited" actions) to meet our minimum proportionality percentage (MPP) of 5.77%. In addition, AUSD allocates a significant portion of its LCFF Supplemental funding to school sites on a per-unduplicated pupil basis. These total amounts and the specific actions/services each school site has planned in collaboration with their School Site Council (SSC) are detailed in their SPSA plans. These supports range from additional staffing to support implementation of integrated and designated ELD, additional counseling, staffing for delivering intervention services and SIPPS and Orton Gillingham training. We believe with the below actions increase services by 8.14% in an impactful manner

Family Engagement Coordinator and School Smarts (Action 2.2, 2.3)

MTSS, Intervention Leads, and additional staffing to support MTSS (Action 5.3)

Instructional Coaches, Professional Development, Assessment and Equity (Actions 1.3,1.4,1.5,1.6,1.7)

Culturally and Linguistically Responsive Teaching and Learning Practices and additional supports to ELD and Literacy intervention sections(Actions 2.1,3.2, 3.4, 3.5)

Unduplicated Students Supports LEA and site specific (LEA Actions 3.1, Site Actions 3.3, 3.4)

District Focus School through LCAP Goal 7 - Ruby Bridges (Site Action 7.4)

The link to each site’s School Site Council and Board of Education approved Single Plan for Student Achievement (SPSA) is included above the table detailing their LCFF Supplemental actions/services. SPSAs can be referenced for more detailed description of individual site context. Also included is the link to the most recent School Accountability Report Card (SARC) for each school site.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Not Applicable

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	Not Applicable	Not Applicable
Staff-to-student ratio of certificated staff providing direct services to students	Not Applicable	Not Applicable

2025-26 Total Planned Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	102,087,263	7,701,825	7.544%	0.528%	8.072%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$84,121,427.00	\$1,008,956.00	\$472,568.00	\$60,392.00	\$10,084,120.00	\$8,504,514.00	\$1,579,606.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Equitable Grading	All	No			All Schools	Ongoing	\$30,000.00	\$10,000.00		\$40,000.00			\$40,000.00	
1	1.2	Literacy Framework development and professional learning - address in prompt 4 (Pk-3 Literacy Focus)	All	No			All Schools Specific Schools: Alameda, Encinal Secondary	Ongoing	\$109,448.00	\$11,500.00		\$120,948.00			\$120,948.00	
1	1.3	Mathematics coaching and Professional Learning with a focus on 4th -8th grades	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$329,403.00	\$0.00	\$299,335.00		\$30,068.00		\$329,403.00	
1	1.4	Professional Learning and Coaching	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$877,564.00	\$0.00	\$877,564.00				\$877,564.00	
1	1.5	Teacher Leader Development and collaboration	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	Ongoing	\$175,392.00	\$54,608.00	\$230,000.00				\$230,000.00	
1	1.6	Retain High Quality Staff	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$1,000,000.00	\$0.00	\$1,000,000.00				\$1,000,000.00	
1	1.7	Differentiated Professional Learning	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$383,349.00	\$0.00	\$383,349.00				\$383,349.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.8	Site SPSA Goals and Actions targeted support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$277,101.00	\$42,599.00	\$319,700.00				\$319,700.00	
1	1.9	Strategic Scheduling	All	No			All Schools	Discontinued in 2025-26 and 2026-27	\$165,156.00	\$0.00		\$165,156.00			\$165,156.00	
1	1.10	Improve outcomes in ELA and Mathematics for Students with Disabilities	Students with Disabilities	No			All Schools	Ongoing	\$201,998.00	\$0.00		\$201,998.00			\$201,998.00	
1	1.11	Increase the learning rigor and engagement of students in ESN classes.	Students with Disabilities	No			Specific Schools: Alameda High, ASTI, Earhart, Edison, Ruby Bridges, Wood	Ongoing	\$311,738.00	\$0.00		\$311,738.00			\$311,738.00	
1	1.12	Data Driven Decision Making and Cycles of Continuous Improvement	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$264,448.00	\$0.00	\$264,448.00				\$264,448.00	
1	1.13	Coordination and Support of English Language Learners	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	Ongoing	\$174,716.00	\$0.00	\$174,716.00				\$174,716.00	
1	1.14	Inclusion for Students with Disabilities	Students with Disabilities	No			All Schools	Ongoing	\$64,873.00	\$0.00		\$64,873.00			\$64,873.00	
2	2.1	Culturally Responsive Family Engagement	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$95,015.00	\$40,490.00	\$135,505.00				\$135,505.00	
2	2.2	Best Practices Family and School Partnering	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$61,737.00	\$0.00	\$61,737.00				\$61,737.00	
2	2.3	School Culture	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$155,140.00	\$3,000.00	\$158,140.00				\$158,140.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
3	3.1	Targeted Intervention	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$1,552,086.00	\$0.00	\$1,491,694.00			\$60,392.00	\$1,552,086.00	
3	3.2	Increased FTE to Support English Language Learners	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: Alameda High, Encinal, Lincoln, Wood 6-12	Ongoing	\$415,915.00	\$0.00	\$415,915.00				\$415,915.00	
3	3.3	Expanded Mental Health Services	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Ongoing	\$60,000.00	\$1,360,327.00	\$977,827.00		\$442,500.00		\$1,420,327.00	
3	3.4	Equity and Inclusion	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: Love, Paden, Ruby Bridges, Wood, Encinal	Ongoing	\$934,118.00	\$0.00	\$934,118.00				\$934,118.00	
3	3.5	Mentoring and Advising	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	Specific Schools: Ruby Bridges, Maya Lin, Encinal, Wood	Ongoing	\$761,074.00	\$57,082.00	\$818,156.00				\$818,156.00	
4	4.1	Promote alignment between student support systems, especially PBIS and COST, with an emphasis on improving attendance and graduation rates.	Students with Disabilities SWD, SED	No			Specific Schools: Island High	Ongoing	\$104,243.00	\$0.00		\$104,243.00			\$104,243.00	

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
102,087,263	7,701,825	7.544%	0.528%	8.072%	\$8,542,204.00	0.000%	8.368 %	Total:	\$8,542,204.00
								LEA-wide Total:	\$5,969,299.00
								Limited Total:	\$820,631.00
								Schoolwide Total:	\$1,752,274.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.3	Mathematics coaching and Professional Learning with a focus on 4th -8th grades	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$299,335.00	
1	1.4	Professional Learning and Coaching	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$877,564.00	
1	1.5	Teacher Leader Development and collaboration	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$230,000.00	
1	1.6	Retain High Quality Staff	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,000,000.00	
1	1.7	Differentiated Professional Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$383,349.00	
1	1.8	Site SPSA Goals and Actions targeted support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$319,700.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.12	Data Driven Decision Making and Cycles of Continuous Improvement	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$264,448.00	
1	1.13	Coordination and Support of English Language Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$174,716.00	
2	2.1	Culturally Responsive Family Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$135,505.00	
2	2.2	Best Practices Family and School Partnering	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$61,737.00	
2	2.3	School Culture	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$158,140.00	
3	3.1	Targeted Intervention	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,491,694.00	
3	3.2	Increased FTE to Support English Language Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: Alameda High, Encinal, Lincoln, Wood 6-12	\$415,915.00	
3	3.3	Expanded Mental Health Services	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$977,827.00	
3	3.4	Equity and Inclusion	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Love, Paden, Ruby Bridges, Wood, Encinal	\$934,118.00	
3	3.5	Mentoring and Advising	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Ruby Bridges, Maya Lin, Encinal, Wood	\$818,156.00	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$9,364,942.00	\$8,834,994.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Equitable Grading	No	\$40,000	\$20,607
1	1.2	Literacy Framework development and professional learning	No	\$41,250.00	\$2,679
1	1.3	Mathematics coaching and Professional Learning	Yes	\$327,918	\$318,448
1	1.4	Professional Learning and Coaching	Yes	\$911,647.00	\$918,757
1	1.5	Teacher Leader Development and collaboration	No	\$366,405	\$302,803
1	1.6	Retain High Quality Staff	Yes	\$1,000,000.00	\$1,000,000
1	1.7	Differentiated Professional Learning	Yes	\$368,272	\$368,272
1	1.8	Site SPSA Goals and Actions targeted support	Yes	\$327,796	\$265,407
1	1.9	Strategic Scheduling	No	\$165,156	0
1	1.10	Improve outcomes in ELA and Mathematics for Students with Disabilities	No	\$293,598	\$293,598

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.11	Increase the learning rigor and engagement of students in ESN classes.	No	\$311,157.00	\$311,348
1	1.12	Data Driven Decision Making and Cycles of Continuous Improvement	No Yes	\$260,702	\$258,094
1	1.13	Coordination and Support of English Language Learners	Yes	\$218,753	\$154,436
1	1.14			\$73,332	\$106,130
2	2.1	Culturally Responsive Family Engagement	Yes	\$108,927	\$93,074
2	2.2	Best Practices Family and School Partnering	Yes	\$121,719	\$132,624
2	2.3	School Culture	Yes	\$148,590	\$138,529
3	3.1	Targeted Intervention	Yes	\$1,496,730	\$1,470,562
3	3.2	Increased FTE to Support English Language Learners	Yes	\$484,198	\$478,013
3	3.3	Expanded Mental Health Services	Yes	\$655,000	\$640,000
3	3.4	Equity and Inclusion	Yes	\$1,036,020	\$965,923
3	3.5	Mentoring and Advising	Yes	\$607,772	\$595,690

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$7,532,675	\$7,555,565.00	\$7,005,959.00	\$549,606.00	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.3	Mathematics coaching and Professional Learning	Yes	\$297,850.00	\$299,306		0
1	1.4	Professional Learning and Coaching	Yes	\$911,647.00	\$918,757		0
1	1.6	Retain High Quality Staff	Yes	\$1,000,000.00	\$1,000,000		0
1	1.7	Differentiated Professional Learning	Yes	\$368,272.00	\$368,272		0
1	1.8	Site SPSA Goals and Actions targeted support	Yes	\$327,796.00	\$258,175		0
1	1.12	Data Driven Decision Making and Cycles of Continuous Improvement	Yes	\$260,702.00	\$258,094		0
1	1.13	Coordination and Support of English Language Learners	Yes	\$218,753.00	\$154,436		0
2	2.1	Culturally Responsive Family Engagement	Yes	\$108,927.00	\$103,074		0
2	2.2	Best Practices Family and School Partnering	Yes	\$121,719.00	\$122,522		0
2	2.3	School Culture	Yes	\$148,590.00	\$139,521		0
3	3.1	Targeted Intervention	Yes	\$1,496,730.00	\$1,470,562		0
3	3.2	Increased FTE to Support English Language Learners	Yes	\$418,617.00	\$412,566		0
3	3.3	Expanded Mental Health Services	Yes	\$340,000.00	\$139,512		0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.4	Equity and Inclusion	Yes	\$928,190.00	\$763,132		0
3	3.5	Mentoring and Advising	Yes	\$607,772.00	\$598,030		0

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$99,792,626	\$7,532,675	0	7.548%	\$7,005,959.00	0.000%	7.021%	\$526,716.00	0.528%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statutes of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
 - If the LEA has unexpended LREBG funds the LEA must provide the following:
 - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
 - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
 - An explanation of how the action is aligned with the allowable uses of funds identified in [EC Section 32526\(c\)\(2\)](#); and
 - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by [EC Section 32526\(d\)](#).
 - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the [LREBG Program Information](#) web page.
 - Actions may be grouped together for purposes of these explanations.
 - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
 - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: [EC Section 52060\(g\)](#) and [EC Section 52066\(g\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: [EC Section 47606.5\(d\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068](#); and
- For charter schools, see [Education Code Section 47606.5](#).

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: [EC Section 42238.024\(b\)\(1\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds:** To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
 - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #
<ul style="list-style-type: none">• Enter the metric number.
Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - Indicate the school year to which the baseline data applies.
 - The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.
 - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
 - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to [EC Section 32526\(d\)](#). For information related to the required needs assessment please see the Program Information tab on the [LREBG](#)

[Program Information](#) web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the [California Statewide System of Support LREBG Resources](#) web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in [EC Section 32526\(c\)\(2\)](#).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
 - Identify the action as an LREBG action;
 - Include an explanation of how research supports the selected action;
 - Identify the metric(s) being used to monitor the impact of the action; and
 - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 CCR Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to EC Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2024

Alameda Unified 2024-25 LCAP Required Actions

Required Action	School	Student Group	Indicator	Goal #	Action #	
LEA-wide Lowest Performance	District	African American	Suspension	2	4	Please enter Goal and Action numbers in columns F and G indicating where each action is addressed in district's 2024-25 LCAP
LEA-wide Lowest Performance	District	Homeless	Chronic Absenteeism	3	6	LEA-Wide
LEA-wide Lowest Performance	District	Pacific Islander	Suspension	2	4	LEA-Wide
LEA-wide Lowest Performance	District	Students with Disabilities	ELA	1	10	LEA-Wide
LEA-wide Lowest Performance	District	Students with Disabilities	Math	1	10	LEA-Wide
Required Action for English Learners	District	English Learner	N/A	3	1	Limited Action
Required Action for Long Term English Learners (LTEL)	District	LTEL	N/A	3	2	Limited Action
Required Action for Students with Disabilities	District	Students with Disabilities	N/A	1	10	Limited Action
School Student Group Lowest Performance	Alameda High	Hispanic	Suspension	1	8	Limited Action
School Student Group Lowest Performance	Alameda High	Students with Disabilities	Suspension	1	8	Limited Action
School Student Group Lowest Performance	Amelia Earhart Elementary	Students with Disabilities	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Bay Farm	Hispanic	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Edison Elementary	Students with Disabilities	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Encinal Junior/Senior High	African American	Math	1	8	Limited Action
School Student Group Lowest Performance	Encinal Junior/Senior High	African American	Suspension	1	8	Limited Action
School Student Group Lowest Performance	Encinal Junior/Senior High	English Learner	Math	1	8	Limited Action
School Student Group Lowest Performance	Encinal Junior/Senior High	English Learner	Suspension	1	8	Limited Action
School Student Group Lowest Performance	Encinal Junior/Senior High	Socioeconomically Disadvantaged	Suspension	1	8	Limited Action
School Student Group Lowest Performance	Encinal Junior/Senior High	Students with Disabilities	Suspension	1	8	Limited Action
School Student Group Lowest Performance	Island High (Continuation)	Socioeconomically Disadvantaged	CCI	1	8	Limited Action
School Student Group Lowest Performance	Island High (Continuation)	Socioeconomically Disadvantaged	Graduation	1	8	Limited Action
School Student Group Lowest Performance	Lincoln Middle	Socioeconomically Disadvantaged	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Lincoln Middle	Two Or More Races	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Lincoln Middle	White	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Maya Lin	Students with Disabilities	ELA	1	8	Limited Action
School Student Group Lowest Performance	Ruby Bridges Elementary	Filipino	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Will C. Wood Middle	African American	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Will C. Wood Middle	African American	Math	1	8	Limited Action
School Student Group Lowest Performance	Will C. Wood Middle	Asian	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Will C. Wood Middle	English Learner	Chronic Absenteeism	1	8	Limited Action
School Student Group Lowest Performance	Will C. Wood Middle	Students with Disabilities	ELA	1	8	Limited Action
School Student Group Lowest Performance	Will C. Wood Middle	Students with Disabilities	Math	1	8	Limited Action
School Student Group Lowest Performance	William G. Paden Elementary	Socioeconomically Disadvantaged	Suspension	1	8	Limited Action
School Student Group Lowest Performance	William G. Paden Elementary	Students with Disabilities	Chronic Absenteeism	1	8	Limited Action
School-wide Lowest Performance	Island High (Continuation)	All Students	CCI	1	8	Schoolwide
School-wide Lowest Performance	Island High (Continuation)	All Students	Graduation	1	8	Schoolwide
School-wide Lowest Performance	Lincoln Middle	All Students	Chronic Absenteeism	1	8	Schoolwide
Required Action(s) for Technical Assistance	District					Make copies of this row as needed for additional Technical Assistance actions

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Adherence to Proposition 2 - Previously Approved Schematic Design for Measure B Wood Middle School New Construction Project (5 Mins/Public Hearing/Information)
Item Type:	Information
Background:	<p>As part of the District’s planning for future state funding through the State School Facility Program (SFP), the Wood Middle School Measure B project must meet certain procedural requirements established by Proposition 2, the state bond measure for school facilities passed in November 2024. One such requirement is the holding of a public hearing to ensure transparency and provide an opportunity for community input.</p> <p>Proposition 2 mandates that school districts conduct a public hearing prior to submitting applications for state funding for new construction or modernization projects. This step is necessary to maintain eligibility for potential state matching funds through the State Allocation Board.</p> <p>The District is currently preparing to pursue funding eligibility for modernization work at Wood Middle School. Holding this public hearing will fulfill the legal requirements of Proposition 2 and support the District’s efforts to secure future state bond funds.</p> <p>The community was advised of tonight's public hearing in the Alameda Journal on June 13, 2025, and proof of such publication is attached.</p>
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	21 Building – Bond Fund
Fiscal Analysis	
Amount (Savings) (Cost):	
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. #4 - Parental involvement and community engagement are integral to student success. #5 - Accountability, transparency, and trust are necessary at all levels of the organization.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Proof of Publication	6/16/2025	Backup Material

NOTICE OF PUBLIC HEARING REGARDING THE WOOD MIDDLE SCHOOL
NEW CONSTRUCTION AND THE OTIS ELEMENTARY SCHOOL NEW CON-
STRUCTION PROJECTS

To All Interested Parties:

Notice is hereby given that on June 24, 2025, the Board of Education ("Board") of the Alameda Unified School District ("District") will hold a public hearing for comments on the Wood Middle School and Otis Elementary School New Construction projects ("Projects"). This hearing is required under ballot measure Proposition 2, passed in November 2024, which applies to school projects seeking state funding.

The Board previously approved the schematic design for Wood Middle School New Construction project at the June 27, 2023, Board meeting and the Otis Elementary School Site Work and New Construction project at the September 24, 2024, Board meeting. These public hearings will be held to comply with Proposition 2 and efforts to seek state bond funds.

This Public Hearing will be held at the Board Meeting on June 24, 2025, beginning at 6:30 p.m. The District's Governing Board shall hold this meeting at Alameda City Hall Chambers at 2263 Santa Clara Ave, Alameda, CA 94501.

For more information regarding the public hearing, please contact Dani Krueger, Business Services at (510) 337-7066.

ATS 6902441; June 13, 2025

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Adherence to Proposition 2 - Previously Approved Schematic Design for Measure B Otis Elementary School New Construction Project (5 Mins/Public Hearing/Information)
Item Type:	Information
Background:	<p>As part of the District’s planning for future state funding through the State School Facility Program (SFP), the Otis Elementary School Measure B project must meet certain procedural requirements established by Proposition 2, the state bond measure for school facilities passed in November 2024. One such requirement is the holding of a public hearing to ensure transparency and provide an opportunity for community input.</p> <p>Proposition 2 mandates that school districts conduct a public hearing prior to submitting applications for state funding for new construction or modernization projects. This step is necessary to maintain eligibility for potential state matching funds through the State Allocation Board.</p> <p>The District is currently preparing to pursue funding eligibility for modernization work at Otis Elementary School. Holding this public hearing will fulfill the legal requirements of Proposition 2 and support the District’s efforts to secure future state bond funds.</p> <p>The community was advised of tonight's public hearing in the Alameda Journal on June 13, 2025, and proof of such publication is attached.</p>
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	21 Building – Bond Fund
Fiscal Analysis	
Amount (Savings) (Cost):	
Recommendation:	This item is presented for information only.
AUSD Guiding Principle:	#3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. #4 - Parental involvement and community engagement are integral to student success. #5 - Accountability, transparency, and trust are necessary at all levels of the organization.
Submitted By:	Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Proof of Publication	6/16/2025	Backup Material

NOTICE OF PUBLIC HEARING REGARDING THE WOOD MIDDLE SCHOOL
NEW CONSTRUCTION AND THE OTIS ELEMENTARY SCHOOL NEW CON-
STRUCTION PROJECTS

To All Interested Parties:

Notice is hereby given that on June 24, 2025, the Board of Education ("Board") of the Alameda Unified School District ("District") will hold a public hearing for comments on the Wood Middle School and Otis Elementary School New Construction projects ("Projects"). This hearing is required under ballot measure Proposition 2, passed in November 2024, which applies to school projects seeking state funding.

The Board previously approved the schematic design for Wood Middle School New Construction project at the June 27, 2023, Board meeting and the Otis Elementary School Site Work and New Construction project at the September 24, 2024, Board meeting. These public hearings will be held to comply with Proposition 2 and efforts to seek state bond funds.

This Public Hearing will be held at the Board Meeting on June 24, 2025, beginning at 6:30 p.m. The District's Governing Board shall hold this meeting at Alameda City Hall Chambers at 2263 Santa Clara Ave, Alameda, CA 94501.

For more information regarding the public hearing, please contact Dani Krueger, Business Services at (510) 337-7066.

ATS 6902441; June 13, 2025

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adoption of the 2025-2026 Budget (5 Mins/Action)

Item Type: General Business

Background: Pursuant to CA Education Code sections 42127 (a) and (b), school districts are required to submit an adopted operating budget for all funds to the County Superintendent of Schools by July 1 of each fiscal year.

The proposed 2025-2026 budget was presented to the Board of Education at its June 10, 2025 meeting, and there were no requested changes.

Tonight, staff is recommending that the Board adopt the budget for the 2025-2026 fiscal year.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ ACOE Common Message	6/4/2025	Backup Material
☐ June 10, 2025 Presentation	6/6/2025	Presentation
☐ SACS	6/6/2025	Backup Material



The Common Message

2025-26 May Revision

BASC

Business and Administration
Services Committee

ACOE 5.30.2025

Writers and Contributors

Topic	Contributors	
Background	Committee	
Key Guidance/Governor's Budget Proposal	Jamie Dial, Kings	Nicolas Schweizer, Sacramento
Planning Factors for 2024-25 and Multiyear Projections (MYPs)	Peter Foggiato, San Joaquin	Greg Medici, Sonoma
Deficit Spending	Dean West, Orange	Michael Simonson, San Diego
Federal Funding Uncertainties	Misty Key, Ventura	Janet Riley, Merced
Cash Flow	Misty Key, Ventura	Janet Riley, Merced
Reserves/Reserve Cap	Shannon Hansen, San Benito	Liann Reyes, Santa Cruz
Attendance Recovery and Instructional Continuity	Scott Price, Riverside	Maribel Paez, Imperial
Transitional Kindergarten	Janet Riley, Merced	Dean West, Orange
Local Control and Accountability Plan (LCAP)/LREBG	Josh Schultz, Napa	Steve Torres, Santa Barbara
Summary	Jamie Dial, Kings	Nicolas Schweizer, Sacramento

Table of Contents

<i>Sources</i>	4
<i>Background</i>	5
<i>Key Guidance Based on Governor’s May Revision</i>	5
<i>Planning Factors for 2025-26 and Multiyear Projections</i>	9
<i>Deficit Spending</i>	10
<i>Federal Funding Uncertainties</i>	11
<i>Cash Flow</i>	12
<i>Reserves/Reserve Cap</i>	13
<i>Attendance Recovery</i>	13
<i>Instructional Continuity</i>	14
<i>Transitional Kindergarten</i>	14
<i>LCAP and the Learning Recovery Emergency Block Grant</i>	15
<i>Summary</i>	15

Sources

Association of California School Administrators
Ball/Frost Group, LLC
California Association of School Business Officials
California Collaborative for Educational Excellence
California Department of Education
California Department of Finance
California Public Employees' Retirement System
California State Teachers' Retirement System
California State Board of Education
California School Boards Association
California School Information Services
Capitol Advisors
Fiscal Crisis and Management Assistance Team
K-12 High Speed Network
National Forest Counties and Schools Coalition
School Services of California
Small School Districts' Association
Statewide Local Educational Consortium Co-Chairs
WestEd

Background

Since May 2008, county office of education (COE) chief business officials (CBOs) have collaborated to develop common messages to guide districts in crafting assumptions for their budget and interim reports. The Business and Administration Services Committee (BASC) supports this endeavor by providing COE CBOs with a uniform common message based on assumptions used by the California Department of Finance (DOF).

The Business Administration Services Committee (BASC) would like to thank the California Department of Finance (DOF), State Board of Education (SBE), California Department of Education (CDE), Fiscal Crisis and Management Assistance Team (FCMAT), and our colleagues listed in the “[Sources](#)” section of this message for providing BASC and our local educational agencies (LEAs) with the most up-to-date information at the time of writing.

The BASC Common Message is intended to provide guidance and recommendations to COEs, which then tailor this guidance to the unique circumstances of the local educational agencies (LEAs) in their respective counties. Even within a single county, the guidance may vary considerably based on each district’s educational, fiscal and operational characteristics. Consequently, districts and other entities seeking to understand the guidance applicable to a specific LEA should refer to the information released by the COE in the county where that LEA is located.

Please see the updated District Advisory Assignments for the Adopted Budget

- [ACOE Support Contacts for Districts](#)
- [District Business & Advisory Services Webpage](#)

Resources:

FCMAT:

- [Leadership and Fiduciary Responsibilities for School Business Officials](#)
- [Position Control and Financial Management](#)
- [Fraud and Insolvency Risk Indicators for School Districts and Charter Schools](#)
- [Leading Through Challenges](#)
- [To Gift or Not to Gift \(Public Funds\)](#)
- [Projection Pro for Multiyear and Cashflow Projection](#)

Key Guidance Based on Governor’s May Revision

On May 14, 2025, Governor Gavin Newsom released the May Revision for the proposed 2025-26 State Budget. At May Revision the budget includes an increase of approximately \$2.9 billion in Proposition 98 guarantee funding over the three-year period relative to the 2024 Budget Act and a decrease of approximately \$4.6 billion from the Governor’s Budget in January. The revision proposes to appropriate only \$117.6 billion for education programs in 2024-25, instead of the current calculated Proposition 98 level of \$118.9 billion. The difference between the

appropriated and the calculated levels is less than at Governor's Budget, \$1.3 billion instead of \$1.6 billion. This is intended to mitigate the risk of appropriating more resources than are ultimately available when the final calculation for 2024-25 is made during the 2025-26 fiscal year. The 2025-26 budget includes \$114.6 billion in Proposition 98 funding for all TK-12 programs for continued fiscal stability to meet the obligations to TK-12 education.

The major TK-12 funding provisions in the 2025-26 May Revision are as follows:

- Adjusts the 2024-25 mandatory Proposition 98 Rainy Day fund deposit of \$1.2 billion down to \$540 million due to adjustment of capital gains revenues for the year. Additionally, a decrease in Proposition 98 guarantee triggers a mandatory withdrawal of \$540 million in 2025-26 exhausting the remaining fund balance of the reserve account.
- Funded cost-of-living adjustment (COLA) to the Local Control Funding Formula (LCFF), LCFF Equity Multiplier and several other categorical programs outside the LCFF are reduced to 2.30% from 2.43% at Governor's Budget. Specified categorical programs receiving COLA include Special Education, Child Nutrition, Youth in Foster Care, Mandated Block Grant, Adults in Correctional Facilities Program, Charter School Facility Grant Program, American Indian Education Centers, and the American Indian Early Childhood Education Program. May Revise includes suspension of State Preschool Program COLA for 2025-26.
- May Revise proposes deferring \$1.8 billion in LCFF funding from June 2026 to July 2026. Prior deferrals of \$246.6 million for TK-12 education from 2023-24 and 2024-25 are fully repaid in the three-year budget window.
- Provides a total of \$2.1 billion in ongoing funding (inclusive of all prior years' investments) to support the full implementation of universal transitional kindergarten (TK) so that all children who turn four years old by September 1 of the school year can enroll in TK. This is a slight decrease from the Governor's Budget estimate of \$2.4 billion. The budget also provides an accumulated amount of \$1.2 billion in on-going funding to support lowering the average student-to-adult ratio from 12-to-1 to 10-to-1 in every TK class. This is also lower than the \$1.5 billion included in the Governor's Budget for this purpose.
- Increases the proposed adjustment for the Expanded Learning Opportunities Program from \$4.435 billion to \$4.515 billion in total ongoing funds for full implementation of the program increasing the number of LEAs that offer universal access to students from those with an unduplicated pupil percentage of at least 75% to those with an unduplicated pupil percentage of at least 55%. This funding also includes ongoing support to LEAs with less than 55% unduplicated pupils to provide access to all unduplicated pupils. Trailer bill also provides for a one-year grace period in transitioning from Tier II to Tier I. Additionally, the May Revise includes an additional \$10 million to increase the minimum grant amount from \$50,000 to \$100,000 per LEA.
- The May Revise includes \$200 million in one-time Proposition 98 funds to support

evidence-based professional learning for elementary school educators aligned with the English Language Arts/English Language Development Framework, and \$10 million in one-time Proposition 98 funding for the Sacramento County Office of Education to partner with the UCSF Dyslexia Center to support the Multitudes screener. These funds are in addition to the following investments included at the Governor's Budget to support literacy instruction: \$500 million in one-time funds for TK-12 literacy and mathematics coaches, \$40 million in one-time funds for purchase of screening materials and training for educators to administer literacy screening, \$25 million to spend by 2029-30 to launch Literacy and Mathematics Networks within the Statewide System of Support, and \$300,000 in one-time non-Proposition 98 in 2024-25 for the Instructional Quality Commission to develop a curriculum guide and resources for teaching personal finance per Assembly Bill (AB) 2927.

- May Revis builds on the funding for teacher preparation and professional development proposed in January to:
 - Repurpose \$150 million in one-time funding for the Teacher Recruitment Incentive Grant to \$100 million in one-time Proposition 98 funding for stipends of \$10,000 for at least 500 hours of student teaching on a first-come, first-served basis. The remaining \$50 million is part of the Proposition 98 budget solution.
 - Extending by one year the deadlines for clear credential candidates who received a related waiver during the COVID-19 Pandemic to complete an induction program or two years of service, and for teacher candidates who received a related waiver during the COVID-19 Pandemic to pass the Reading Instruction Competence Assessment.
 - Allow (1) credential candidates who completed preparation programs that were aligned to the Reading Instruction Competence Assessment to take that assessment on or before October 31, 2025; and (2) the Commission on Teacher Credentialing to adopt and administer an off-the-shelf reading instruction competence assessment that meets the requirements outlined in statute for candidates who have yet to pass a reading assessment and cannot take the state's literacy performance assessment.
- Reduces the investment in the Student Support and Professional Development Discretionary Block Grant from \$1.8 billion to \$1.7 billion. The block grant maintains the flexibility to use the funding for discretionary purposes and to fund statewide priorities including: (1) professional development for teachers on the ELA/ELD framework; (2) professional development for teachers on the mathematics framework; (3) teacher recruitment and retention strategies; and (4) career pathways and dual enrollment. Proposed funds will be disbursed based on average daily attendance (ADA) and will be available through June 30, 2029. Final expenditures must be reported to the CDE by September 30, 2029.
- The May Revis does not include any changes to Governor's Budget proposal to restore \$378.6 million in one-time funding to support the Learning Recovery Emergency Block

Grant (LREBG) through 2027-28.

- May Revise proposed \$90.7 million in additional ongoing funding to fully fund the universal meals program in 2025-26 and provides \$21.9 million in additional ongoing Proposition 98 funds for the Summer Electronic Benefits Transfer (SUN Bucks) program, which provides nutrition funding to eligible students during the summer months.
- May Revise includes \$15 million in one-time Proposition 98 General Fund for Secondary School Redesign Pilot Program for a COE to administer a pilot program to redesign middle and high schools to better serve the needs of all students and increase student outcomes, and to manage a network of grantees to support peer learning and documentation of practices.
- Includes \$2 million in ongoing Proposition 98 General Fund to support Regional English Learner lead agencies that help schools provide focused support to English learners.
- One-time property tax backfills of \$1.2 million in 2024-25 and \$8.5 million in 2025-26 for impacted basic aid school districts due to the recent wildfires in Southern California.
- A one-time \$500,000 in Proposition 98 General Fund to support the California Association of Student Councils.
- To address the projected budget shortfall, the May Revision includes a reduction of \$177.5 million in remaining, unused General Fund from a \$2 billion one-time allocation provided to the Office of Public School Construction in the 2023 Budget Act for TK-12 school facilities. These funds were made available on an as-needed basis for fire-impacted LEAs through August 2025; however, impacted schools have indicated that they do not plan to apply for the funds by this date. Proposition 2 facilities funds will be available as needed for fire-impacted LEAs moving forward.

Although the May Revision fully funds the COLA and avoids cuts to ongoing education programs, it only does so by deferring \$1.8 billion in LCFF payments from June to July of 2026. The financial impact of devastating wildfires in Southern California and federal policy and funding changes being pursued by the new federal administration bring a risk of additional state budget shortfalls in future years.

The federal administration's tariff policies and potential federal funding reductions and layoffs could negatively affect the state's economy, reduce state revenues and increase state costs. The May Revision assumes a "growth recession," a period of below-trend growth and rising unemployment, but it does not reflect a traditional economic recession. Given the inconsistent federal tariff policy, stock market volatility, heightened uncertainty among both businesses and consumers, and higher inflation expectations, the relative probability of a recession is higher than in a typical period of normal growth and stability. In a mild recession state revenues could be around \$14 billion lower than the May Revision forecast.

Furthermore, the federal administration and Congress are considering significant cuts to education programs and to other programs, such as Medicaid, which would have a direct effect on LEA budgets but could potentially have a much larger indirect effect to the extent they force

the state to redirect funding from schools to mitigate the impact of federal funding cuts. Projected declines in state revenue combined with growth in Medi-Cal costs have created a state budget deficit that is projected to grow significantly in the future. Federal funding reductions, especially to Medicaid, will significantly increase the state’s budget deficit and may require the state to suspend Proposition 98 and reduce education funding.

Many LEAs continue to experience chronic student absences, long-term declining enrollment, and various cost pressures such as increased pension rates and energy costs. As a reminder, the Arts, Music and Instructional Materials Discretionary Block Grant and the Educator Effectiveness Block Grant expire on June 30, 2026, and the LREBG expires on June 30, 2028.

In addition, districts’ fund balances have dwindled due to spending down of prior years’ one-time revenues. The decision about how much of a general fund unrestricted fund balance is prudent to maintain will depend on each LEA’s unique circumstances. For example, LEAs may be vulnerable to natural disasters or dependent on slow-growing local revenue sources and so may need to maintain a higher level in the unrestricted fund balance. The June to July funding deferral proposed in the May Revision along with cuts to federal grant funding and the state’s uncertain revenue projections, add pressure locally to maintain reserves above minimum required amounts. For example, the Government Finance Officers Association (GFOA) recommends reserving an amount equal to not less than two months of general fund operating expenditures, or 17% of general fund expenditures and other financing uses.

Given the risks associated with the state budget, LEAs should exercise caution before making any long-term commitments and LEAs should consider increasing reserves so that they can manage the deferral and absorb potential state and federal funding reductions.

Planning Factors for 2025-26 and Multiyear Projections

Key planning factors for LEAs to include in their 2025-26 adopted budgets and multiyear projections (MYPs) based on the latest information available at the time of writing.

Planning Factor	2025-26	2026-27	2027-28
Cost-of-Living Adjustment (COLA)			
Local Control Funding Formula (LCFF) COLA	2.30%	3.02%	3.42%
Special Education COLA	2.30%	3.02%	3.42%

Employer Benefit Rates			
CalSTRS	19.10%	19.10%	19.10%
CalPERS-Schools	26.81%	26.90%	27.80%
State Unemployment Insurance	0.05%	0.05%	0.05%
Lottery			
Unrestricted per ADA	\$191.00	\$191.00	\$191.00
Proposition 20 per ADA	\$82.00	\$82.00	\$82.00
Minimum Wage	\$16.90 ¹	\$17.40 ²	\$17.80 ³
Universal TK/ADA LCFF add-on	\$3,148.00 ⁴	\$3,243.00 ⁴	\$3,354.00 ⁴
Mandate Block Grant			
School Districts			
Grades K-8 per ADA	\$39.09	\$40.27	\$41.65
Grades 9-12 per ADA	\$75.31	\$77.58	\$80.23
Charter Schools			
Grades K-8 per ADA	\$20.52	\$21.14	\$21.86
Grades 9-12 per ADA	\$57.04	\$58.76	\$60.77

¹Effective January 1, 2026, ²Effective January 1, 2027, ³Effective January 1, 2028.

⁴The rates do not reflect the May Revise proposal to increase the rate to \$5,545 in 2025-26, \$5,712 in 2026-27, and \$5,907 in 2027-28.

Deficit Spending

Although districts experienced higher fund balances as a result of unprecedented pandemic one-time funding from federal and state sources, many are returning to ongoing support levels that are much more constrained. Taking proactive steps to reduce spending early helps safeguard reserve levels, preventing their depletion, and minimizes the need for deeper reductions in the future. Assumptions in multiyear projections should be well documented, with full-time equivalent positions aligned with criteria and standards.

For any significant reductions deferred to the 2026-27 or 2027-28 fiscal year(s), it is crucial to explicitly identify these adjustments and ensure that the governing board acknowledges the

stabilization measures required based on current financial conditions. Below is a sample fiscal solvency statement that can serve as a stand-alone resolution or be included in the budget approval:

Sample Fiscal Solvency Statement

In preparing the 2025-26 Adopted Budget, the board acknowledges its fiduciary responsibility to maintain fiscal solvency for the current year and two subsequent fiscal years.

The district's budget stabilization plan includes position reductions, non-personnel cost reductions, and established timelines for ongoing budget planning and actions. These plans are based on the current state budget, anticipated revenue losses due to declining student enrollment, and rising ongoing costs. Under these assumptions, the board projects the need for \$XX million in budget reductions in 2026-27 and an additional \$XX million in reductions in 2027-28 to maintain fiscal solvency.

As districts potentially face declining fund balances, exercising caution when allocating funds for negotiated salary compensation is imperative. Revenue gains from COLA may be offset by declining enrollment and rising costs, including retirement contributions and health benefits. Each district's capacity to sustain compensation increases will vary based on its unique financial circumstances. Thoughtful planning and conservative financial management are critical to ensuring long-term stability.

Federal Funding Uncertainties

Federal funding is an area about which there may be some of the greatest uncertainties regarding ongoing revenues. While federal sources make up approximately 10% of an average LEA's the budget, the complexities of layoff provisions and the timing of possible reductions makes the unknowns even harder to predict; therefore, it is imperative to plan for multiple scenarios.

It is anticipated that some of the federal programs identified for cuts would impact funding in 2026-27 for LEAs. However, nothing is certain, and these times are unprecedented. There is potential for some reductions in 2025-26.

Districts are reminded that potential reductions in federally-funded programs are on top of other pressures on their budgets – declining enrollment, increased costs, one-time funds expiring, and so on. We must also recognize that the May Revise points out that the state budget is now facing a larger deficit than previously projected. Solutions have been proposed to avoid cuts in funding for 2025-26; however, with the uncertain economic forecast, we cannot assume the 2026-27 fiscal year will maintain the same funding levels, including a funded COLA.

Districts should prepare now for multiple uncertain funding streams and ensure that elements of the known details are handled with fidelity, such as:

- Decreases in expenses commensurate with declines in enrollment.
- Reduced expenses equivalent to the amount of the one-time programs no longer funded.
- Sufficient reserves to sustain expenses when funding is unexpectedly reduced mid-year pursuant to the recent federal letters.

Cash Flow

The May Revise proposes to pay off the cash deferral that is in effect for 2024-25. The 2025-26 proposed state budget has a projected deficit and one of the solutions to avoid a reduction in revenue to LEAs is a new cash deferral of \$1.8 billion from June 2026 to July 2026.

The accuracy of cash flow projections will be of utmost importance leading into 2025-26 given the amount of uncertainty in overall funding. If a district discovers projected low cash balances for any month, it is better to seek advice well in advance about whether a Tax and Revenue Anticipation Note (TRAN) or internal borrowing is necessary, so that the district can join a TRAN pool.

Since deficit spending reduces fund balance reserves, maintaining substantial reserves is essential to safeguard against potential future economic downturns. Although school districts may face reserve cap limitations on assigned and unassigned fund balances during periods of increased state revenue, it remains prudent to regularly review overall reserves to ensure long-term financial stability. For more information, refer to [FCMAT's March 2022 fiscal alert about managing local reserves under the cap](#).

Note: Ensure cash flow projections are fully updated. 18 of the 18 districts in Alameda County are tapping into their reserves this year. When districts have low reserve balances, cash balances are also impacted. When developing your financial report, be sure to verify assumptions to help inform what, if any, loans or temporary borrowing measures should be investigated. Please reach out to your ACOE Fiscal Advisor as a resource to review your cash flow projections.

The principal apportionment (includes the LCFF state aid, special education AB 602, Arts and Music for Schools Prop 28, Expanded Learning Opportunities Program, and a few other programs) is steady, and the timing of the revenues can be predicted. However, the increasing number of categorical and block grant programs (especially the newly proposed block grant) do not have as reliable a cash flow schedule to meet local cash flow needs associated with the categorical funds. In some cases, LEAs could spend funds associated with the categorical and block grant programs long before the revenues are received.

The CDE updates their webpage on cash flow of various programs at <https://www.cde.ca.gov/fg/aa/ca/estcashflow.asp> as soon as they have the estimated timing of the various apportionments.

Running out of cash is the one and only reason districts experience fiscal insolvency, so it is imperative that districts complete their cash flow projections as accurately as possible and monitor cash balances daily or weekly. Early exploration of temporary borrowing solutions, board-adopted cash borrowing resolutions and attention to all receivables should be monitored for potential cash assistance.

Reserves/Reserve Cap

Given the ongoing uncertainty regarding the federal budget, including potential reductions in education-related funding, it is essential to approach fiscal planning with increased caution. Current federal budget discussions indicate possible impacts on state and local educational agencies. Maintaining strong reserves is essential to mitigate potential impacts, safeguard districts' financial stability, and ensure the continuity of essential programs and services.

The Governor's May Revision for 2025–26 reflects a more constrained fiscal outlook, projecting a \$12 billion general fund deficit and proposing a range of budget solutions, including spending reductions and funding shifts. As part of this plan, the state will draw down the Public School System Stabilization Account (PSSSA), reducing its balance to zero.

As a result of this withdrawal, the local reserve cap is not expected to be triggered in either the 2025–26 or 2026–27 fiscal years. Under current law, districts subject to the 10% cap on reserves would apply in fiscal years immediately following those in which the PSSSA balance equals or exceeds 3% of the total TK–12 share of the Proposition 98 guarantee.

With continued uncertainty at both the federal and state levels, careful reserve management is more important than ever. Maintaining reserves that are strategically organized and clearly documented will help ensure districts' long-term fiscal stability.

Attendance Recovery

Considering the state's current budget challenges and projections, districts should take advantage of all opportunities to provide students with additional learning opportunities while recovering student average daily attendance (ADA). Beginning July 1, 2025, school districts and classroom-based charter schools can provide classroom-based students with attendance recovery opportunities to make up lost instructional time, offset student absences, and mitigate learning loss, thus also mitigating the fiscal impacts of absences.

Students may only be credited up to the lesser of: 1) 10 days attendance, or, 2) the number of their absences in that school year. Recovery time must be taught by certificated teachers of the LEA. Participation is not mandatory and shall be at the election of the student, parent, or guardian.

Expanded Learning Opportunity Program (ELOP) funds may be used to fund attendance recovery programs in conjunction with, and on the same site(s) as, the LEA's ELOP program activities.

Detailed instructions and answers to common questions can be found on the CDE's [Attendance Recovery webpage](#). You can also review a presentation from the CDE's School Fiscal Services Division at <https://www.cde.ca.gov/fg/it/documents/aaitwebinar24.pdf>.

Instructional Continuity

Instructional Continuity provisions focus on facilitating continuity of learning during emergencies that disrupt regular classroom instruction.

As of July 1, 2025, LEAs must include an instructional continuity plan in their comprehensive school safety plan. Plans must include procedures for student engagement within five (5) days of an emergency and hybrid or remote learning opportunities within ten (10) instructional days.

Instructional Continuity also encourages LEAs to plan to meet the instructional standards that are equivalent to independent study programs.

Form J-13A submittals for events occurring in fiscal year 2026-27 and beyond will require, LEAs to certify that they have a comprehensive school safety plan that includes an instructional continuity plan that complies with the aforementioned engagement and instructional offering requirements. If the LEA did not offer engagement and instruction during an emergency, it must, as part of the J-13A submittal, describe the circumstances that prevented it from doing so and explain what engagement and instruction, if any, it did provide.

Detailed instructions and answers to common questions can be found on the CDE's [Instructional Continuity webpage](https://www.cde.ca.gov/re/di/or/documents/icpwebinarpresentation.pdf). You can also review a presentation from the CDE at <https://www.cde.ca.gov/re/di/or/documents/icpwebinarpresentation.pdf>.

Transitional Kindergarten

The 2025-26 K-12 Trailer Bill includes intent language that LEAs provide language development support to multilingual learners in TK, and that local educational agencies, teachers and staff assigned to TK classrooms provide parents and guardians of pupils enrolled in TK with information regarding the benefits of multilingualism.

In addition, the Trailer Bill states that commencing with the 2027-28 school year, LEAs serving pupils in TK shall screen those pupils whose primary language is a language other than English. For the 2026-27 school year, LEAs may screen TK pupils. The screening tool will be determined by the state superintendent of public instruction in 2025-26.

Effective July 1, 2025, the adult-to-student ratio will be 1 adult to 10 students. Refer to the CDE's TK FAQ #15 under Transitional Kindergarten Class Size Ratio Information at <https://www.cde.ca.gov/fg/it/tkfiscalfaq.asp#how-can-schools-meet-the-110-adult-to-student-ratio-requirement-upon-full-implementation-of-transitional-kindergarten-tk-in-fiscal-year-fy-2025-26-updated-09-sep-2024>.

There are separate penalties for not meeting the required 1-to-10 adult-to-pupil ratio, for not maintaining an average TK class enrollment of not more than 24 pupils for each school site, and for teachers not meeting the TK credentialing requirements listed below. The 2025-26 K-12

Trailer Bill includes language to change the class size penalty to loss of ADA funding for each student over the 24-pupil limit, which will also provide relief for mid-year TK class size growth.

Credentialed teachers assigned to TK classes (including independent study), must meet one of the following criteria by August 1, 2025:

- Have completed at least 24 units in early childhood education, childhood development, or both.
- Have professional experience in a classroom setting with preschool-age children, as determined and documented by the employing LEA, that is comparable to 24 units of relevant education and meets the criteria established by the LEA's governing board or body.
- Hold a child development teacher permit or an early childhood education specialist credential issued by the California Commission on Teacher Credentialing.

LCAP and the Learning Recovery Emergency Block Grant

The State Board of Education (SBE) adopted revised LCAP instructions at their November 2024 meeting (see <https://www.cde.ca.gov/re/lc/>) to require the inclusion of all LREBG expenditures in the LCAP going forward. The May Revision continues to provide \$378.6 million additional LREBG funding to LEAs in 2025-26. Assuming this proposal is approved, all LEAs that were eligible for the original LREBG funding in 2022-23 will have LREBG expenditures that will need to be included in the LCAP.

For those LEAs that are already planning on carrying over LREBG funds to 2025-26, additional funds allocated through the 2025-26 budget could be incorporated into the 2025-26 budget and LCAP through a midyear update and the Annual Update in 2025-26. For LEAs that were not expecting LREBG funds in 2025-26, options might include:

- Incorporating the new allocation into their 2025-26 LCAP and budget adoption but clearly calling out in writing in the LCAP and budget assumptions that these dollars and actions are dependent on the new LREBG funds being included in the adopted state budget.
- Documenting the needs assessment in the LCAP summary sections but waiting to put the funds into the LCAP and budget. Then the dollars and actions could be added as part of the midyear update and Annual Update if the funds are approved in the state budget.
- Waiting until 2026-27 to incorporate the funds into the budget and LCAP, recognizing that even more LREBG funds may be allocated by the state in subsequent years.

LEAs should consult with their COE for specific guidance.

Summary

This edition of the Common Message gives LEAs data and guidance for fiscal planning and for

developing their 2025-26 budget and multiyear projections. The information provided for 2025-26 and beyond includes the latest known proposals and projections to assist with multiyear planning. The state budget continues to face additional risks due to the results of massive wildfires and federal policy and funding changes, which may impact both revenues and expenditures. LEAs face short-and long-term challenges, including risks to the state revenue forecast, reduced ADA due to declining enrollment and student absence rates, inflationary pressures including pension rate increases, and expired one-time funds. Because each LEA has unique funding and program needs, it remains essential that LEAs continually assess their individual situations, work closely with their respective COEs, and develop comprehensive plans to maintain fiscal solvency while preserving the integrity of their educational programs.

Budget & LCAP Adoption Process

Public Hearing on Proposed Budget for Fiscal Year 2025-2026

June 10, 2025

Agenda

Background & Timeline

Overview of budget requirements and key dates in the adoption process.

Financial Update

Additional information on Governor's May Revise and Estimated Actuals

Budget 2025-26

Assumptions, General Fund budget, and multi-year projections through 2027-2028.

Background

Legal Requirements

State law mandates
AUSD's Board adopt
both budget and LCAP
by June 30, 2025.

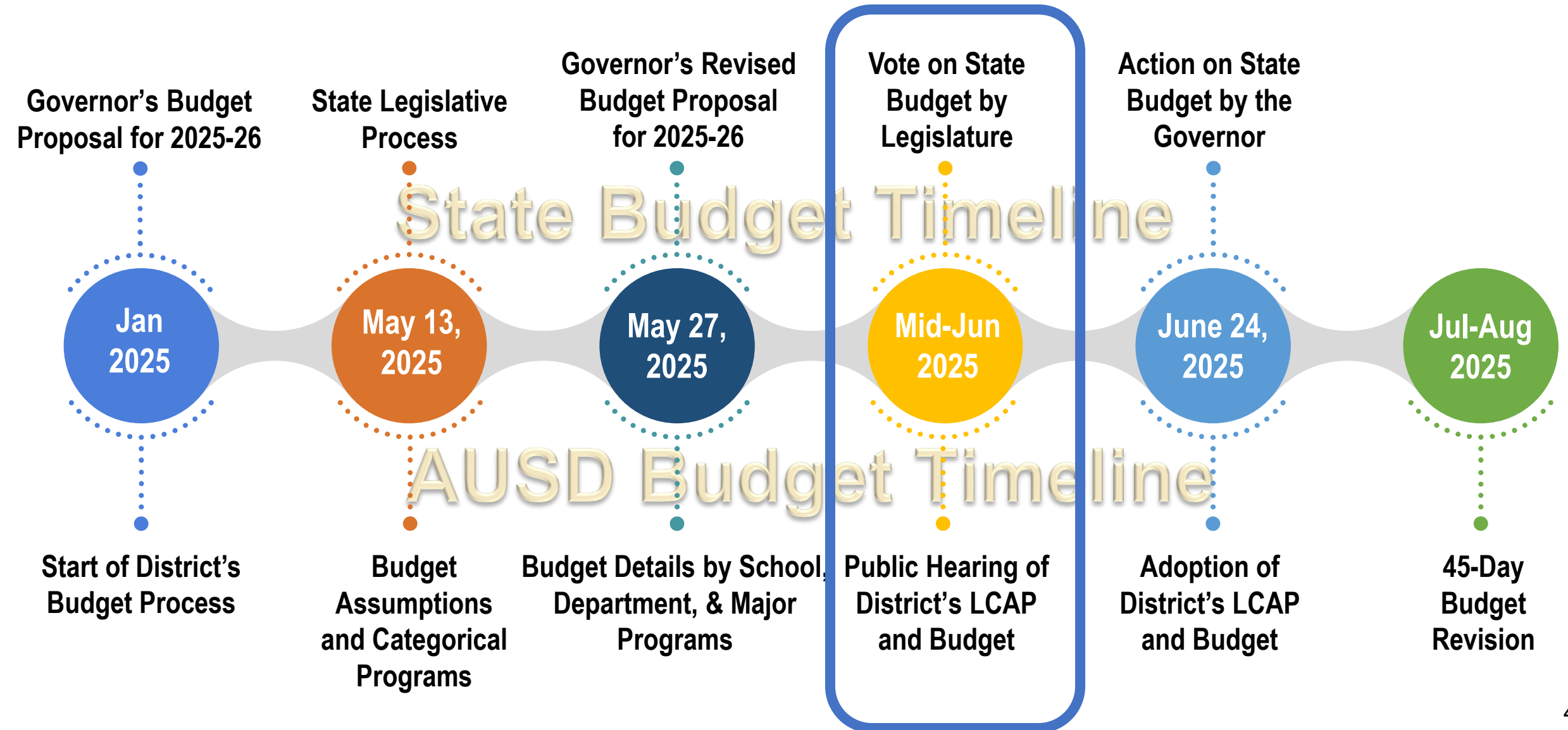
Certification Options

Board must certify
the district's three-
year financial outlook
as positive, qualified,
or negative.

**Staff Recommends a
positive certification**



Timeline



Governor's May Revise –Additional Information



Fiscal Reality

Higher 24-25 revenue offset by \$12 billion deficit projected for 25-26.



Reserve Depletion

Public School System Stabilization Account will reach zero balance.



COLA Limitations

Pre-School, After-School, and CTE will not receive the 2.3% cost-of-living adjustment.



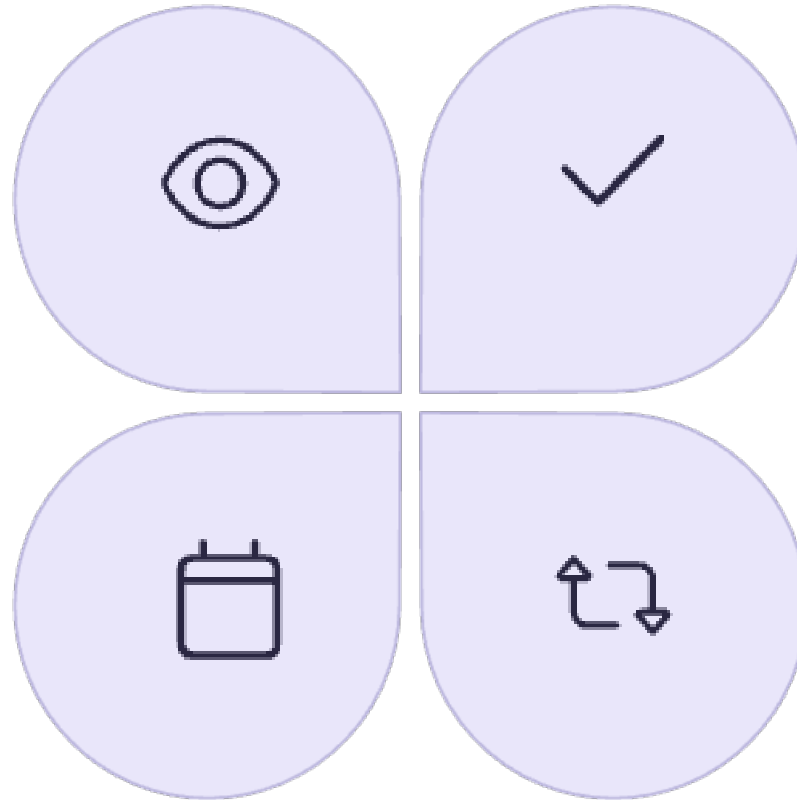
Administrative Shift

Districts now responsible for Summer EBT (SUN Bucks) data collection.

Estimated Actuals

Projection

Best estimate of current year revenue and expenditures.



Known Changes

Incorporates year-to-date spending and anticipated final activities.

Timing

Developed in May-June, just before fiscal year end.

Updates

Reflects newer information than second interim budget from January.

Ending Fund Balance



Beginning Balance

Starting point from previous fiscal year close.



Revenues

All income sources throughout the fiscal year.



Expenditures

All spending and obligations for the fiscal year.



Ending Balance

Final reserve amount that impacts future certification.

- Estimated Actuals project the Ending Fund Balance before the books are officially closed in September
- Influences the 3-year out Ending Fund Balance that becomes the basis of positive, qualified, or a negative certification

Factors Impacting Estimated Actuals

- **At Second Interim we estimated Ending Fund Balance of approx. \$28.7 million**
- **Revenues**
 - **Average Daily Attendance (ADA)**
 - **Additional grants – Approx \$2 million**
 - **Resolution with AT&T on a multiyear federal rebate - Approx \$300K**
- **Expenditures**
 - **Special Education Contracts**
 - **Approx \$3 million is unpaid as of May 30, 2025**

Projected Ending Fund Balance for 2024-25

- Actual Ending Fund Balance will be calculated by end of August 2025
- 1% change in expenditures is about \$1.7 million

Description		Total
		(Millions)
Ending Fund Balance Projection at Second Interim (Jan 31, 2025)		\$ 28.7
Additional Revenue		2.3
Allowance for Special Education Contracts & Other open Purchase		1.1
Total		\$ 32.1

Summary of Assumptions

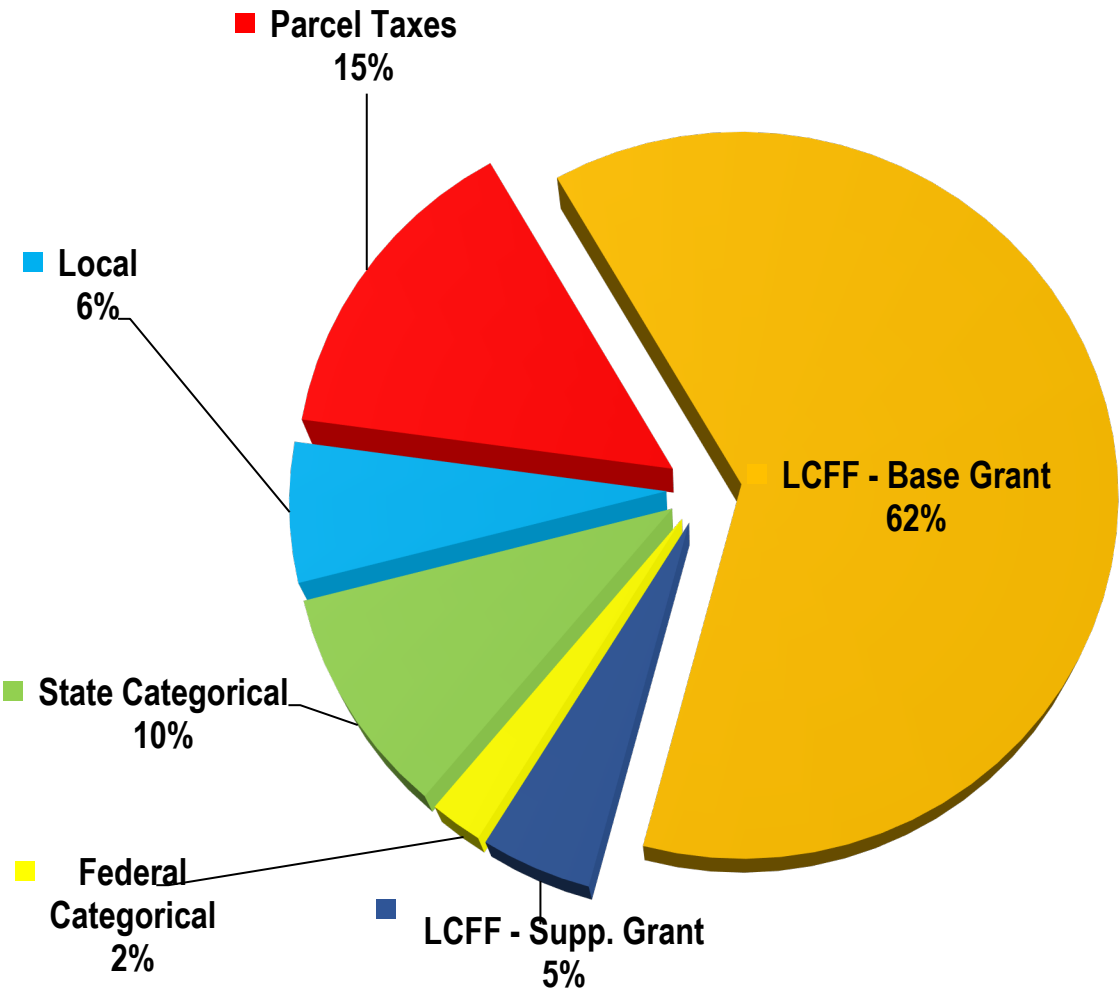
Categories	Source	2024-25 Actual	2025-26 Projected MYP Year 1	2026-27 Projected MYP Year 2	2027-28 Projected MYP Year 3
District Enrollment	CALPADS/Projection	9,292	9,292	9,106	8,924
ADA - Actual/Projected		8,805	8,805	8,630	8,457
Actual ADA as a %age of Enrollment		94.8%	94.8%	94.8%	94.8%
Funded ADA-Actual/Projected		8,805	8,805	8,805	8,746
Funded ADA as a %age of Enrollment		94.8%	94.8%	96.7%	98.0%
Unduplicated EL/FRPM Count		3,486	3,486	3,416	3,348
Unduplicated EL/FRPM Percentage		38%	38%	38%	38%
Measure B1 Parcel Tax		\$12.5M			
Measure A Parcel Tax		\$10.5M			
Measure E Parcel Tax			\$24.0M	\$24.0M	\$24.0M
COLA	ACOE	1.07%	2.30%	3.02%	3.42%
Increase in LCFF Base/Deficit Factor		0.00%	0.00%	0.00%	0.00%
Increase in Consumer Price Index (CPI)		3.07%	3.42%	2.98%	2.77%
State Teacher's Retirement System	ACOE	19.1%	19.1%	19.1%	19.1%
Public Employee Retirement System	CalPERS	27.1%	26.8%	26.9%	27.8%
Deferred Maintenance Budget	AUSD	\$ 500,000	\$ 500,000	\$ 500,000	\$ 3,000,000

Proposed Budget for FY 2025-2026

	Unrestricted		Restricted		Total
	Totally Unrestricted	LCFF Supplemental	Special Education	All Other	General Fund
REVENUES					
LCFF Revenue	\$ 110,244,547	\$ -	\$ 917,432	\$ -	\$ 111,161,979
Federal Categorical Revenue			2,282,657	1,431,494	3,714,151
State Categorical Revenue	1,983,519		3,043,306	11,466,476	16,493,301
Parcel Tax	24,007,918				24,007,918
Local Revenue	2,239,148		7,708,175	373,947	10,321,270
Total Revenues	\$ 138,475,132	\$ -	\$ 13,951,570	\$ 13,271,917	\$ 165,698,619
EXPENDITURES					
Certificated Salaries	\$ 51,501,617	\$ 4,512,069	\$ 13,995,726	\$ 2,359,432	\$ 72,368,844
Classified Salaries	14,753,749	904,249	8,119,776	3,866,966	27,644,740
Benefits	23,352,447	1,744,201	8,179,037	8,320,826	41,596,511
Books & Supplies	3,306,599	53,126	424,150	1,385,646	5,169,521
Services & Op. Expenses	10,677,625	287,545	11,847,167	3,941,322	26,753,659
Capital Outgo & Transfers	(2,954,783)	607,607	2,657,452	716,070	1,026,346
Total Expenditures	\$ 100,637,254	\$ 8,108,797	\$ 45,223,308	\$ 20,590,262	\$ 174,559,621
Other Sources (Uses)	\$ (45,016,268)	\$ 7,701,825	\$ 30,940,617	\$ 5,992,023	\$ (381,803)
Net Inc. (Dec) in Fund Bal.	\$ (7,178,390)	\$ (406,972)	\$ (331,121)	\$ (1,326,322)	\$ (9,242,805)
Beginning Balance	\$ 30,046,200	\$ 2,064,006		\$ 13,731,711	\$ 45,841,917
Ending Balance	\$ 22,867,810	\$ 1,657,034	\$ (331,121)	\$ 12,405,389	\$ 36,599,112

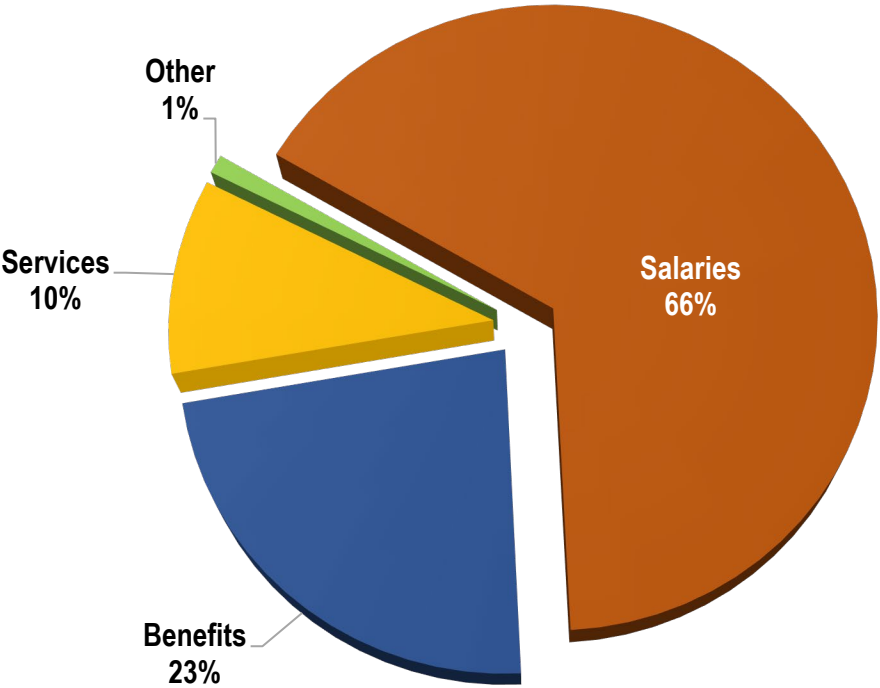
General Fund Revenue (Unrestricted & Restricted)

Description		Total
		(Millions)
LCFF Base Grant	\$	103.5
LCFF Supp. Grant		7.7
Federal Revenue		3.7
Other State Revenue		16.5
Other Local Revenue		10.3
Parcel Taxes		24.0
Total		\$ 165.7

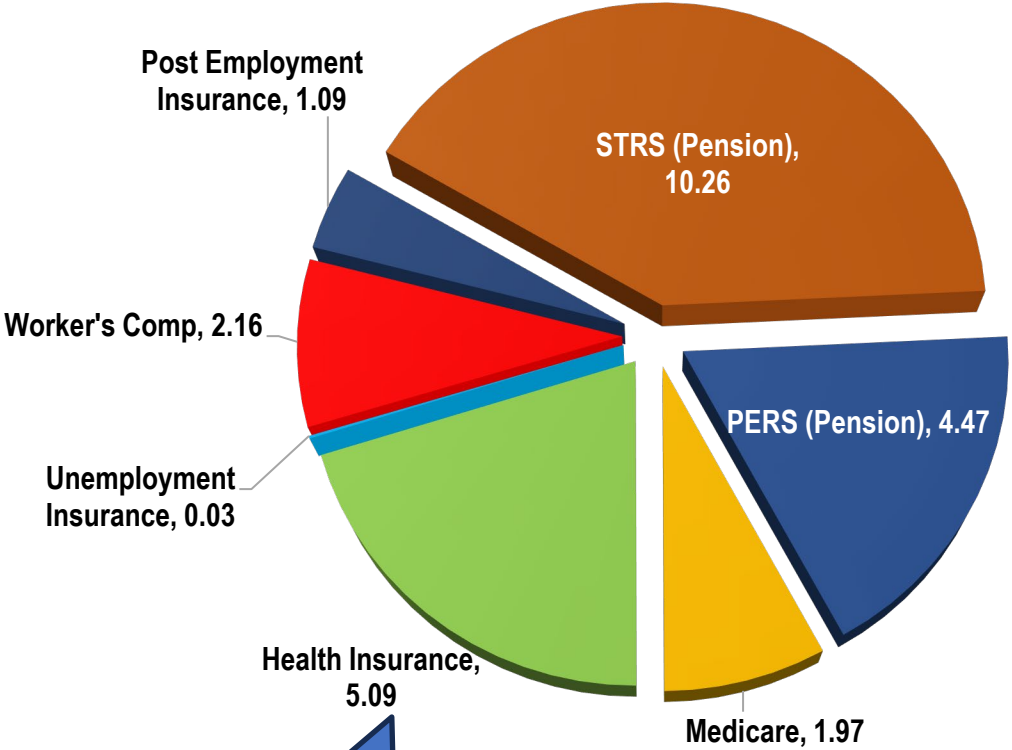


General Fund Expenditures - Unrestricted

Unrestricted General Fund

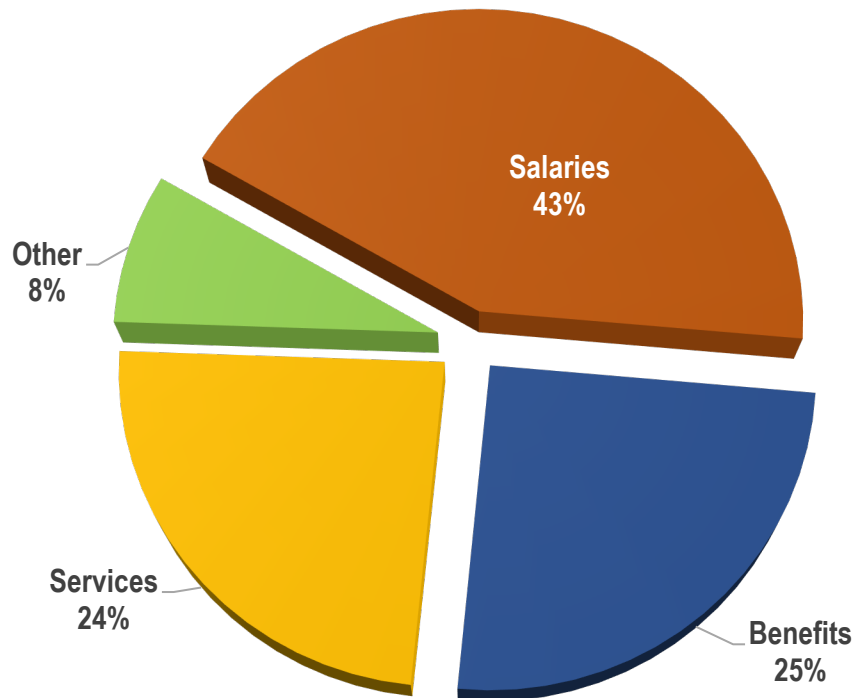


Benefits (Millions)

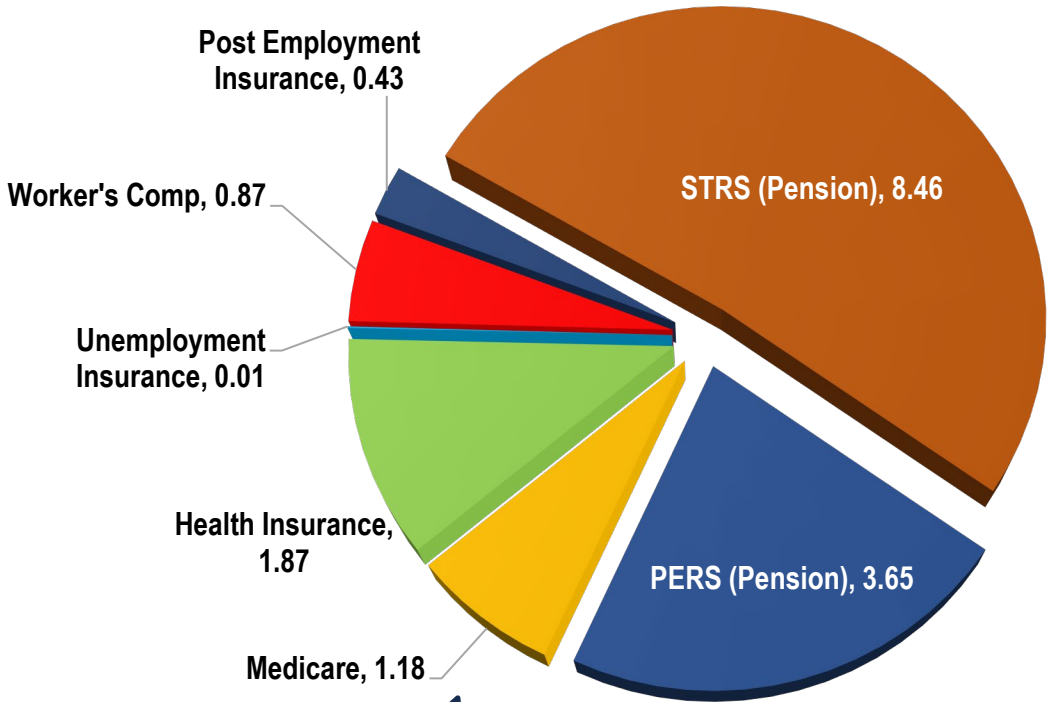


General Fund Expenditures - Restricted

Restricted General Fund

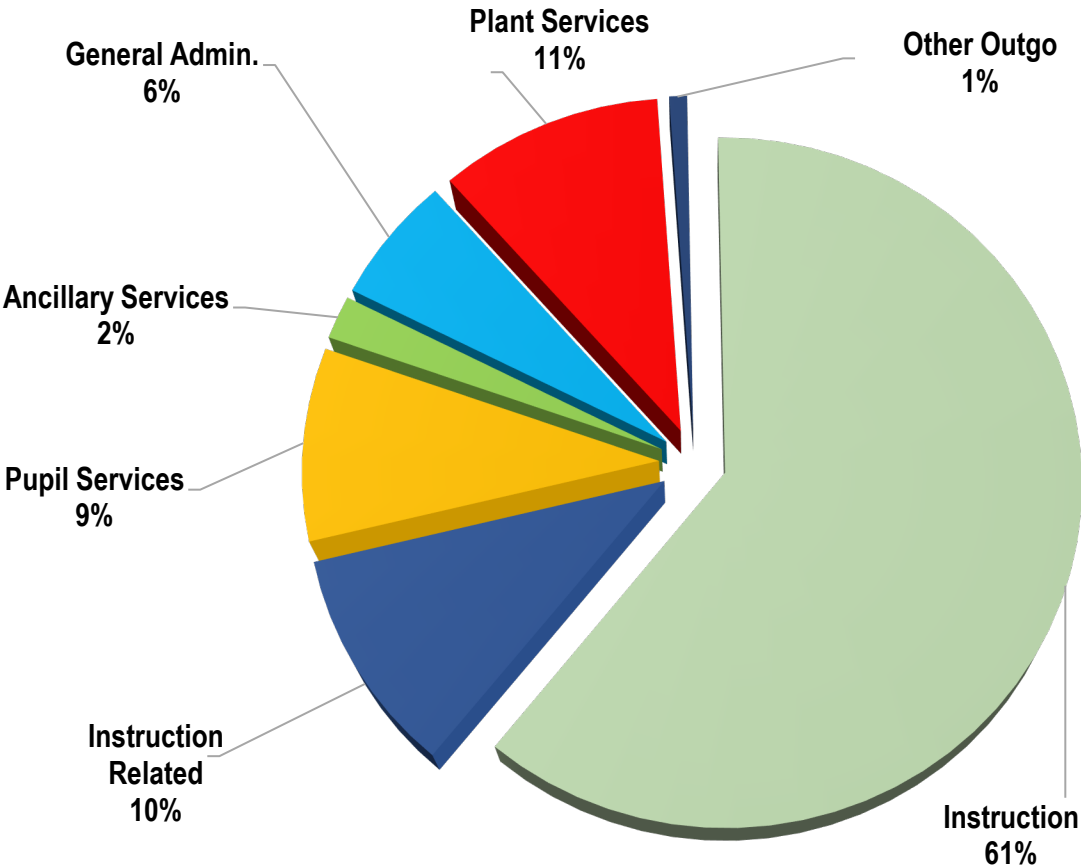


Benefits (Millions)



Expenditures – Major Operational Areas

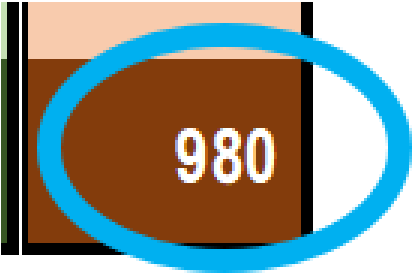
Major Operational Areas	
Instruction	Activities dealing directly with the interaction between teachers and students
Instruction Related	Library & Media teachers, School Administration, Teaching Staff Development
Pupil Services	Counselors, Psychologists, Specialized Special Ed. Services, Transportation, Health Services
Ancillary Services	Athletics, After School Services
General Admin.	Fiscal Services, Technology Services, Insurance, Human Resources, Legal, Superintendent
Plant Services	Utilities, Custodial Services, Maintenance Staff



Full Time Equivalent (FTE) Employees

Employee Category	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25			2025-26
						Adoption	First Interim	Second Interim	
Certificated Non-Management	542	520	518	507	531	543	544	548	563
Classified Non-Management	332	306	296	326	341	337	352	352	357
Certificated Management	39	40	40	41	45	42	42	42	42
Classified Management	19	18	19	19	19	19	19	19	19
Total FTE	932	884	873	893	936	940	957	961	980

Full Time Equivalent (FTE) Employees



- Includes 17 FTE that are funded by one-time funds
- Approximately 8 FTE positions will be closed at the end of 2025-26, and
- Another 5.5 FTE at the end of 2026-27

Positions and Services funded using one-time funds

Program	24-25	25-26	26-27	27-28	28-29	29-30
	Amount (Thousands)					
Expanded mental health contract	\$ 640	\$ 640	\$ 640	\$ 555	\$ 340	\$ 340
LGBTQ Liaison	110	129	80	80	30	30
Expanded secondary counseling	273	277	285	300		
Program Manager - Intervention Leads		60	65	70		
Elementary math stipends	30	30	30	25		
Wellness Resource & SEL Counselor	268	283	253			
Support new collaboration	230	230	230			
Addl. Site admin support for SPED	181	181	181			
Addl. Site admin support for Lincoln	171	176	181			
Arts teacher at Maya Lin	112	102	102			
Student advisor/mentor (Equity Office)		100	100			
Multiyear tutoring pool	50	50	50			
Literacy Framework & Grading Policy	81	81	81			
Teacher induction program	400	400				
TSA Special Education	102	129				
Addl. Campus security at EHS & AHS	114	114				
Campus support WMS Construction	58	66				
Teen parenting program	141	39				
AVID	40					
Digital communication specialist	40					
Total	\$ 3,041	\$ 3,087	\$ 2,278	\$ 1,030	\$ 370	\$ 370

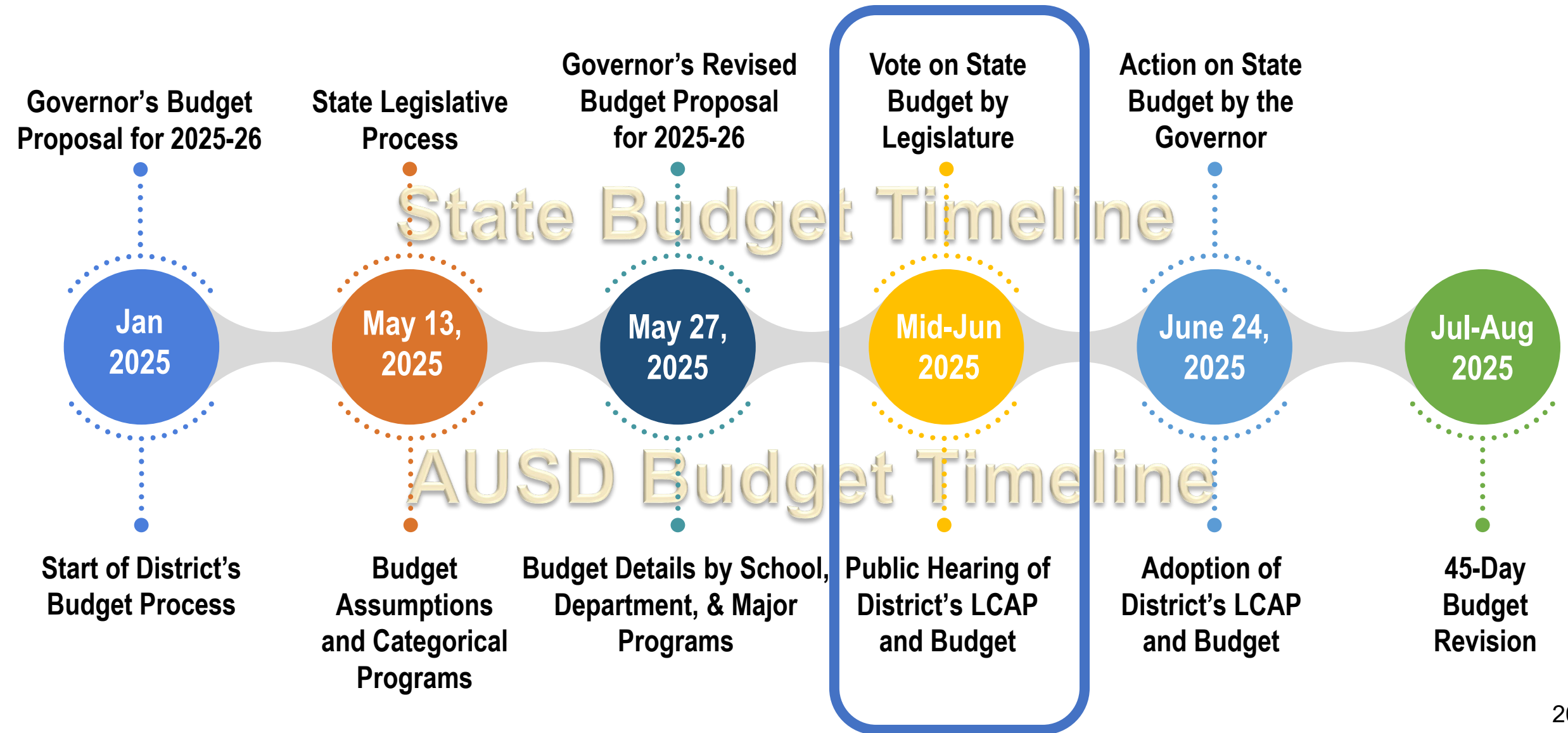
Multiyear Projections - Unrestricted General Fund

Line	Description	2025-26	2026-27	2027-28
		Proposed Amount (Millions)	Projected Amount (Millions)	Projected Amount (Millions)
A	Beginning Fund Bal., July 1	\$ 32.10	\$ 24.52	\$ 16.18
B	Revenues	\$ 138.47	\$ 141.68	\$ 142.30
C1	Expenditures	\$ 108.74	\$ 111.14	\$ 111.24
C2	Contribution to Restricted	\$ 37.31	\$ 38.88	\$ 39.56
D = B-C1-C2	Surplus (Deficit)	\$ (7.58)	\$ (8.34)	\$ (8.50)
E = A+D	Projected Ending Bal., June 30	\$ 24.52	\$ 16.18	\$ 7.68
F	Assignments/Commitments Unassigned/Unappropriated			
G = E-F	Ending Fund Balance	\$ 24.52	\$ 16.18	\$ 7.68

The Road Ahead

- **Items to watch**
 - **Discretionary Block Grant**
 - **Additional funding for TK**
 - **Learning Recovery Block Grant (LRBG) adjustments**
 - **Literacy and Math block grants**
- **Ending fund balance for 2024-25**
 - **Opportunity to transfer expenditures to categorical programs as part of closing fiscal year 24-25 and provide a one-time boost to the ending fund balance**

Timeline



Board Discussion & Questions

Acronyms

AB	Assembly Bill	CPI	Consumer Price Index	LEA	Local Educational Agency
ACA	Affordable Care Act	CTE	Career Technical Education	LRE	Least Restrictive Environment
ADA	Average Daily Attendance	DOF	Department of Finance	MAA	Medi-Cal Administrative Activities
AP	Advanced Placement	DSA	Division of the State Architect	MOU	Memorandum of Understanding
API	Academic Performance Index	EC	Education Code	MTSS	Multi-Tiered Systems of Support
AYP	Adequate Yearly Progress	EL	English Learner	MYP	Multiyear Projection
BTSA	Beginning Teacher Support and Assessment	EPA	Education Protection Account	OPEB	Other Postemployment Benefits
CAASPP	California Assessment of Student Performance and Progress	ERAF	Education Revenue Augmentation Fund	OPSC	Office of Public School Construction
CALPADS	California Longitudinal Pupil Achievement Data System	ESSER	Elementary & Secondary School Emergency Relief	P-1	First Principal (Apportionment)
CalPERS	California Public Employees Retirement System	ESSA	Every Student Succeeds Act	P-2	Second Principal (Apportionment)
CalSTRS	California State Teachers Retirement System	ESY	Extended School Year	PAR	Peer Assistance and Review
CALTIDES	California Longitudinal Teacher Integrated Data Education System	FAPE	Free and Appropriate Public Education	PD	Professional Development
CARS	Consolidated Application and Reporting System	FCMAT	Fiscal Crisis & Management Assistance Team	PI	Program Improvement
CASEMIS	California Special Education Management Information System	FERPA	Family Educational Rights and Privacy Act	PTA	Parent Teachers Association
CBA	Collective Bargaining Agreement	FRPM	Free and Reduced-Price Meals	RDA	Redevelopment Agency
CBEDS	California Basic Educational Data System	FTE	Full-Time Equivalent	SACS	Standardized Account Code Structure
CCSS	Common Core State Standards	GAAP	Generally Accepted Accounting Principles	SBE	State Board of Education
CDE	California Department of Education	GASB	Governmental Accounting Standards Board	SDC	Special Day Class
CELDT	California English Language Development Test	IEP	Individualized Education Program	SELPA	Special Education Local Plan Area
CNIPS	Child Nutrition Information Payment System	LAO	Legislative Analyst's Office	SPSA	Single Plan for Student Achievement
COE	County Office of Education	LCAP	Local Control and Accountability Plan	TK	Transitional Kindergarten
COLA	Cost-of-Living Adjustment	LCFF	Local Control Funding Formula	TRANS	Tax and Revenue Anticipation Notes
COP	Certificate of Participation	LCFF/S	Local Control Funding Formula/Supplemental	UPP	Unduplicated Pupil Percentage

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2024-25 Estimated Actuals	2025-26 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund	G	G
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund	G	G
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		S
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	G	
ICR	Indirect Cost Rate Worksheet	G	

L	Lottery Report	G	
MYP	Multiyear Projections - General Fund		GS
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

ANNUAL BUDGET REPORT:

July 1, 2025 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: 2060 Challenger Drive, Alameda, CA 94501

Date: 06/10/2025

Adoption Date: 06/24/2025

Signed: _____

Clerk/Secretary of the Governing Board

(Original signature required)

Printed Name: _____

Title: _____

Public Hearing:

Place: Alameda City Hall

Date: 06/10/2025

Time: 6:30 pm

Contact person for additional information on the budget reports:

Name: Steve Chonel

Title: Fiscal Director

Telephone: 510-337-7082

E-mail: schonel@alamedaunified.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	

**Budget, July 1
FINANCIAL REPORTS
2025-26 Budget
School District Certification**

01 61119 0000000
Form CB
G8B78WN39H(2025-26)

9a	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?		X
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2024-25) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		X
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	

Budget, July 1
FINANCIAL REPORTS
2025-26 Budget
School District Certification

A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

			2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
A. REVENUES									
1) LCFF Sources		8010-8099	107,601,602.00	932,446.00	108,534,048.00	110,244,547.00	917,432.00	111,161,979.00	2.4%
2) Federal Revenue		8100-8299	0.00	4,708,060.00	4,708,060.00	0.00	3,714,151.00	3,714,151.00	-21.1%
3) Other State Revenue		8300-8599	2,001,053.00	15,040,894.00	17,041,947.00	1,983,519.00	14,509,782.00	16,493,301.00	-3.2%
4) Other Local Revenue		8600-8799	27,117,916.00	12,359,383.00	39,477,299.00	26,247,066.00	8,082,122.00	34,329,188.00	-13.0%
5) TOTAL, REVENUES			136,720,571.00	33,040,783.00	169,761,354.00	138,475,132.00	27,223,487.00	165,698,619.00	-2.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	51,972,569.00	15,644,896.00	67,617,465.00	56,013,686.00	16,355,158.00	72,368,844.00	7.0%
2) Classified Salaries		2000-2999	14,676,481.00	9,182,535.00	23,859,016.00	15,657,998.00	11,986,742.00	27,644,740.00	15.9%
3) Employee Benefits		3000-3999	22,405,073.00	14,165,212.00	36,570,285.00	25,096,648.00	16,499,863.00	41,596,511.00	13.7%
4) Books and Supplies		4000-4999	1,993,433.00	3,546,078.00	5,539,511.00	3,359,725.00	1,809,796.00	5,169,521.00	-6.7%
5) Services and Other Operating Expenditures		5000-5999	12,838,194.00	24,891,790.00	37,729,984.00	10,965,170.00	15,788,489.00	26,753,659.00	-29.1%
6) Capital Outlay		6000-6999	1,540,589.00	1,085,137.00	2,625,726.00	200,000.00	0.00	200,000.00	-92.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,419,757.00	0.00	1,419,757.00	1,415,411.00	0.00	1,415,411.00	-0.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,757,797.00)	3,222,121.00	(535,676.00)	(3,962,587.00)	3,373,522.00	(589,065.00)	10.0%
9) TOTAL, EXPENDITURES			103,088,299.00	71,737,769.00	174,826,068.00	108,746,051.00	65,813,570.00	174,559,621.00	-0.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			33,632,272.00	(38,696,986.00)	(5,064,714.00)	29,729,081.00	(38,590,083.00)	(8,861,002.00)	75.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	381,803.00	0.00	381,803.00	381,803.00	0.00	381,803.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(34,858,594.00)	34,858,594.00	0.00	(36,932,640.00)	36,932,640.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(35,240,397.00)	34,858,594.00	(381,803.00)	(37,314,443.00)	36,932,640.00	(381,803.00)	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,608,125.00)	(3,838,392.00)	(5,446,517.00)	(7,585,362.00)	(1,657,443.00)	(9,242,805.00)	69.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	33,718,331.00	17,570,103.00	51,288,434.00	32,110,206.00	13,731,711.00	45,841,917.00	-10.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			33,718,331.00	17,570,103.00	51,288,434.00	32,110,206.00	13,731,711.00	45,841,917.00	-10.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			33,718,331.00	17,570,103.00	51,288,434.00	32,110,206.00	13,731,711.00	45,841,917.00	-10.6%
2) Ending Balance, June 30 (E + F1e)			32,110,206.00	13,731,711.00	45,841,917.00	24,524,844.00	12,074,268.00	36,599,112.00	-20.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	13,731,711.00	13,731,711.00	0.00	12,074,268.00	12,074,268.00	-12.1%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	3,064,006.00	0.00	3,064,006.00	3,064,006.00	0.00	3,064,006.00	0.0%
LCFF Supplemental	0000	9760	2,064,006.00		2,064,006.00			0.00	
Potential uninsured legal cost	0000	9760	1,000,000.00		1,000,000.00			0.00	
LCFF Supplemental	0000	9760			0.00	2,064,006.00		2,064,006.00	
Potential uninsured legal cost	0000	9760			0.00	1,000,000.00		1,000,000.00	
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	28,996,200.00	0.00	28,996,200.00	21,410,838.00	0.00	21,410,838.00	-26.2%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	70,419,926.29	(11,929,401.72)	58,490,524.57				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	46,914.86	0.00	46,914.86				
c) in Revolving Cash Account		9130	50,000.00	0.00	50,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	108,527.94	108,527.94				

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description Resource Codes Object Codes			2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			70,516,841.15	(11,820,873.78)	58,695,967.37				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	11,778,906.18	46,809.61	11,825,715.79				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			11,778,906.18	46,809.61	11,825,715.79				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(G10 + H2) - (I6 + J2)			58,737,934.97	(11,867,683.39)	46,870,251.58				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	45,155,302.00	0.00	45,155,302.00	61,858,925.00	0.00	61,858,925.00	37.0%
Education Protection Account State Aid - Current Year		8012	16,063,850.00	0.00	16,063,850.00	1,760,948.00	0.00	1,760,948.00	-89.0%
State Aid - Prior Years		8019	(240,951.00)	0.00	(240,951.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	159,053.00	0.00	159,053.00	159,053.00	0.00	159,053.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	28,350,866.00	0.00	28,350,866.00	28,350,866.00	0.00	28,350,866.00	0.0%
Unsecured Roll Taxes		8042	2,423,542.00	0.00	2,423,542.00	2,423,542.00	0.00	2,423,542.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Prior Years' Taxes		8043	(171,353.00)	0.00	(171,353.00)	(171,353.00)	0.00	(171,353.00)	0.0%
Supplemental Taxes		8044	761,465.00	0.00	761,465.00	761,465.00	0.00	761,465.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	16,234,037.00	0.00	16,234,037.00	16,234,037.00	0.00	16,234,037.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	5,794,848.00	0.00	5,794,848.00	5,794,848.00	0.00	5,794,848.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			114,530,659.00	0.00	114,530,659.00	117,172,331.00	0.00	117,172,331.00	2.3%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(500,000.00)		(500,000.00)	(500,000.00)		(500,000.00)	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(6,429,057.00)	0.00	(6,429,057.00)	(6,427,784.00)	0.00	(6,427,784.00)	0.0%
Property Taxes Transfers		8097	0.00	932,446.00	932,446.00	0.00	917,432.00	917,432.00	-1.6%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			107,601,602.00	932,446.00	108,534,048.00	110,244,547.00	917,432.00	111,161,979.00	2.4%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,499,710.00	2,499,710.00	0.00	2,123,284.00	2,123,284.00	-15.1%
Special Education Discretionary Grants		8182	0.00	292,236.00	292,236.00	0.00	159,373.00	159,373.00	-45.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		1,354,609.00	1,354,609.00		1,071,879.00	1,071,879.00	-20.9%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		240,108.00	240,108.00		186,200.00	186,200.00	-22.5%
Title III, Immigrant Student Program	4201	8290		1,803.00	1,803.00		0.00	0.00	-100.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, English Learner Program	4203	8290		105,020.00	105,020.00		87,730.00	87,730.00	-16.5%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		152,942.00	152,942.00		85,685.00	85,685.00	-44.0%
Career and Technical Education	3500-3599	8290		61,632.00	61,632.00		0.00	0.00	-100.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	4,708,060.00	4,708,060.00	0.00	3,714,151.00	3,714,151.00	-21.1%
OTHER STATE REVENUE									
Other State Apportionments									
Special Education Master Plan									
Current Year	6500	8311		1,554,412.00	1,554,412.00		1,498,920.00	1,498,920.00	-3.6%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	463,692.00	463,692.00	0.00	463,692.00	463,692.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	428,738.00	0.00	428,738.00	428,881.00	0.00	428,881.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	1,542,015.00	659,826.00	2,201,841.00	1,554,638.00	667,436.00	2,222,074.00	0.9%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590		2,512,175.00	2,512,175.00		2,363,334.00	2,363,334.00	-5.9%
After School Education and Safety (ASES)	6010	8590		784,448.00	784,448.00		743,128.00	743,128.00	-5.3%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		380,845.00	380,845.00		466,635.00	466,635.00	22.5%
Arts and Music in Schools (Prop 28)	6770	8590		1,234,592.00	1,234,592.00		1,213,787.00	1,213,787.00	-1.7%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other State Revenue	All Other	8590	30,300.00	7,450,904.00	7,481,204.00	0.00	7,092,850.00	7,092,850.00	-5.2%
TOTAL, OTHER STATE REVENUE			2,001,053.00	15,040,894.00	17,041,947.00	1,983,519.00	14,509,782.00	16,493,301.00	-3.2%
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	23,886,216.00	0.00	23,886,216.00	24,007,918.00	0.00	24,007,918.00	0.5%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non- LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,908,486.00	0.00	1,908,486.00	1,551,510.00	0.00	1,551,510.00	-18.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	936,973.00	4,599,546.00	5,536,519.00	300,000.00	373,947.00	673,947.00	-87.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	386,241.00	0.00	386,241.00	387,638.00	0.00	387,638.00	0.4%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		7,759,837.00	7,759,837.00		7,708,175.00	7,708,175.00	-0.7%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			27,117,916.00	12,359,383.00	39,477,299.00	26,247,066.00	8,082,122.00	34,329,188.00	-13.0%
TOTAL, REVENUES			136,720,571.00	33,040,783.00	169,761,354.00	138,475,132.00	27,223,487.00	165,698,619.00	-2.4%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	43,304,679.00	11,204,047.00	54,508,726.00	47,036,510.00	12,120,188.00	59,156,698.00	8.5%
Certificated Pupil Support Salaries		1200	2,016,683.00	2,559,713.00	4,576,396.00	2,163,434.00	2,753,990.00	4,917,424.00	7.5%
Certificated Supervisors' and Administrators' Salaries		1300	6,050,084.00	1,230,083.00	7,280,167.00	6,354,452.00	911,929.00	7,266,381.00	-0.2%
Other Certificated Salaries		1900	601,123.00	651,053.00	1,252,176.00	459,290.00	569,051.00	1,028,341.00	-17.9%
TOTAL, CERTIFICATED SALARIES			51,972,569.00	15,644,896.00	67,617,465.00	56,013,686.00	16,355,158.00	72,368,844.00	7.0%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	288,340.00	4,532,375.00	4,820,715.00	451,251.00	6,761,386.00	7,212,637.00	49.6%
Classified Support Salaries		2200	4,683,939.00	3,553,405.00	8,237,344.00	5,086,576.00	4,207,988.00	9,294,564.00	12.8%
Classified Supervisors' and Administrators' Salaries		2300	2,801,221.00	412,413.00	3,213,634.00	2,791,736.00	459,656.00	3,251,392.00	1.2%
Clerical, Technical and Office Salaries		2400	5,578,736.00	476,030.00	6,054,766.00	5,756,829.00	419,839.00	6,176,668.00	2.0%
Other Classified Salaries		2900	1,324,245.00	208,312.00	1,532,557.00	1,571,606.00	137,873.00	1,709,479.00	11.5%
TOTAL, CLASSIFIED SALARIES			14,676,481.00	9,182,535.00	23,859,016.00	15,657,998.00	11,986,742.00	27,644,740.00	15.9%
EMPLOYEE BENEFITS									

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
STRS		3101-3102	9,367,405.00	7,890,624.00	17,258,029.00	10,260,204.00	8,467,427.00	18,727,631.00	8.5%
PERS		3201-3202	4,114,540.00	2,752,258.00	6,866,798.00	4,473,544.00	3,653,660.00	8,127,204.00	18.4%
OASDI/Medicare/Alternative		3301-3302	1,978,853.00	982,637.00	2,961,490.00	1,977,158.00	1,183,743.00	3,160,901.00	6.7%
Health and Welfare Benefits		3401-3402	3,782,744.00	1,367,739.00	5,150,483.00	5,094,579.00	1,878,149.00	6,972,728.00	35.4%
Unemployment Insurance		3501-3502	33,553.00	12,779.00	46,332.00	34,527.00	13,886.00	48,413.00	4.5%
Workers' Compensation		3601-3602	2,105,273.00	779,593.00	2,884,866.00	2,165,925.00	870,632.00	3,036,557.00	5.3%
OPEB, Allocated		3701-3702	1,022,705.00	379,582.00	1,402,287.00	1,090,711.00	432,366.00	1,523,077.00	8.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			22,405,073.00	14,165,212.00	36,570,285.00	25,096,648.00	16,499,863.00	41,596,511.00	13.7%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	399,380.00	588,988.00	988,368.00	1,068,741.00	503,936.00	1,572,677.00	59.1%
Books and Other Reference Materials		4200	140,907.00	219,130.00	360,037.00	16,000.00	60,000.00	76,000.00	-78.9%
Materials and Supplies		4300	1,080,565.00	2,414,610.00	3,495,175.00	1,337,036.00	1,200,860.00	2,537,896.00	-27.4%
Noncapitalized Equipment		4400	372,581.00	323,350.00	695,931.00	937,948.00	45,000.00	982,948.00	41.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,993,433.00	3,546,078.00	5,539,511.00	3,359,725.00	1,809,796.00	5,169,521.00	-6.7%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	14,255,467.00	14,255,467.00	0.00	11,286,573.00	11,286,573.00	-20.8%
Travel and Conferences		5200	192,393.00	161,170.00	353,563.00	139,808.00	76,605.00	216,413.00	-38.8%
Dues and Memberships		5300	30,975.00	2,480.00	33,455.00	37,555.00	3,000.00	40,555.00	21.2%
Insurance		5400 - 5450	2,148,255.00	0.00	2,148,255.00	1,460,000.00	0.00	1,460,000.00	-32.0%
Operations and Housekeeping Services		5500	3,741,293.00	0.00	3,741,293.00	3,840,000.00	0.00	3,840,000.00	2.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	836,071.00	712,713.00	1,548,784.00	280,800.00	790,000.00	1,070,800.00	-30.9%
Transfers of Direct Costs		5710	(17,157.00)	17,157.00	0.00	(13,000.00)	13,000.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(12,379.00)	(209,880.00)	(222,259.00)	(16,800.00)	0.00	(16,800.00)	-92.4%
Professional/Consulting Services and Operating Expenditures		5800	5,161,748.00	9,952,683.00	15,114,431.00	4,516,707.00	3,619,311.00	8,136,018.00	-46.2%
Communications		5900	756,995.00	0.00	756,995.00	720,100.00	0.00	720,100.00	-4.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			12,838,194.00	24,891,790.00	37,729,984.00	10,965,170.00	15,788,489.00	26,753,659.00	-29.1%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	106,512.00	106,512.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	202,245.00	672,242.00	874,487.00	0.00	0.00	0.00	-100.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description			2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,338,344.00	306,383.00	1,644,727.00	200,000.00	0.00	200,000.00	-87.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,540,589.00	1,085,137.00	2,625,726.00	200,000.00	0.00	200,000.00	-92.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	17,201.00	0.00	17,201.00	0.00	0.00	0.00	-100.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
		7299	1,402,556.00	0.00	1,402,556.00	1,415,411.00	0.00	1,415,411.00	0.9%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,419,757.00	0.00	1,419,757.00	1,415,411.00	0.00	1,415,411.00	-0.3%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(3,222,121.00)	3,222,121.00	0.00	(3,373,522.00)	3,373,522.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(535,676.00)	0.00	(535,676.00)	(589,065.00)	0.00	(589,065.00)	10.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,757,797.00)	3,222,121.00	(535,676.00)	(3,962,587.00)	3,373,522.00	(589,065.00)	10.0%
TOTAL, EXPENDITURES			103,088,299.00	71,737,769.00	174,826,068.00	108,746,051.00	65,813,570.00	174,559,621.00	-0.2%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	134,774.00	0.00	134,774.00	134,774.00	0.00	134,774.00	0.0%
To: Special Reserve Fund		7612	6,843.00	0.00	6,843.00	6,843.00	0.00	6,843.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	144,629.00	0.00	144,629.00	144,629.00	0.00	144,629.00	0.0%
Other Authorized Interfund Transfers Out		7619	95,557.00	0.00	95,557.00	95,557.00	0.00	95,557.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			381,803.00	0.00	381,803.00	381,803.00	0.00	381,803.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(34,858,594.00)	34,858,594.00	0.00	(36,932,640.00)	36,932,640.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(34,858,594.00)	34,858,594.00	0.00	(36,932,640.00)	36,932,640.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(35,240,397.00)	34,858,594.00	(381,803.00)	(37,314,443.00)	36,932,640.00	(381,803.00)	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

			2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Function Codes	Object Codes							
A. REVENUES									
1) LCFF Sources		8010-8099	107,601,602.00	932,446.00	108,534,048.00	110,244,547.00	917,432.00	111,161,979.00	2.4%
2) Federal Revenue		8100-8299	0.00	4,708,060.00	4,708,060.00	0.00	3,714,151.00	3,714,151.00	-21.1%
3) Other State Revenue		8300-8599	2,001,053.00	15,040,894.00	17,041,947.00	1,983,519.00	14,509,782.00	16,493,301.00	-3.2%
4) Other Local Revenue		8600-8799	27,117,916.00	12,359,383.00	39,477,299.00	26,247,066.00	8,082,122.00	34,329,188.00	-13.0%
5) TOTAL, REVENUES			136,720,571.00	33,040,783.00	169,761,354.00	138,475,132.00	27,223,487.00	165,698,619.00	-2.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999	Except 7600-7699	59,081,057.00	43,467,570.00	102,548,627.00	65,570,046.00	41,100,014.00	106,670,060.00	4.0%
2) Instruction - Related Services	2000-2999		14,439,453.00	3,915,270.00	18,354,723.00	14,718,442.00	3,409,420.00	18,127,862.00	-1.2%
3) Pupil Services	3000-3999		5,830,980.00	10,555,863.00	16,386,843.00	6,250,314.00	9,632,157.00	15,882,471.00	-3.1%
4) Ancillary Services	4000-4999		1,026,432.00	3,420,332.00	4,446,764.00	1,089,109.00	2,471,991.00	3,561,100.00	-19.9%
5) Community Services	5000-5999		11,555.00	12,257.00	23,812.00	53,682.00	172.00	53,854.00	126.2%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		7,938,509.00	3,561,801.00	11,500,310.00	7,132,170.00	3,448,203.00	10,580,373.00	-8.0%
8) Plant Services	8000-8999		13,340,556.00	6,804,676.00	20,145,232.00	12,516,877.00	5,751,613.00	18,268,490.00	-9.3%
9) Other Outgo	9000-9999		1,419,757.00	0.00	1,419,757.00	1,415,411.00	0.00	1,415,411.00	-0.3%
10) TOTAL, EXPENDITURES			103,088,299.00	71,737,769.00	174,826,068.00	108,746,051.00	65,813,570.00	174,559,621.00	-0.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			33,632,272.00	(38,696,986.00)	(5,064,714.00)	29,729,081.00	(38,590,083.00)	(8,861,002.00)	75.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	381,803.00	0.00	381,803.00	381,803.00	0.00	381,803.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(34,858,594.00)	34,858,594.00	0.00	(36,932,640.00)	36,932,640.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(35,240,397.00)	34,858,594.00	(381,803.00)	(37,314,443.00)	36,932,640.00	(381,803.00)	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,608,125.00)	(3,838,392.00)	(5,446,517.00)	(7,585,362.00)	(1,657,443.00)	(9,242,805.00)	69.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	33,718,331.00	17,570,103.00	51,288,434.00	32,110,206.00	13,731,711.00	45,841,917.00	-10.6%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

Description			2024-25 Estimated Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			33,718,331.00	17,570,103.00	51,288,434.00	32,110,206.00	13,731,711.00	45,841,917.00	-10.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			33,718,331.00	17,570,103.00	51,288,434.00	32,110,206.00	13,731,711.00	45,841,917.00	-10.6%
2) Ending Balance, June 30 (E + F1e)			32,110,206.00	13,731,711.00	45,841,917.00	24,524,844.00	12,074,268.00	36,599,112.00	-20.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	13,731,711.00	13,731,711.00	0.00	12,074,268.00	12,074,268.00	-12.1%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	3,064,006.00	0.00	3,064,006.00	3,064,006.00	0.00	3,064,006.00	0.0%
LCFF Supplemental	0000	9760	2,064,006.00		2,064,006.00			0.00	
Potential uninsured legal cost	0000	9760	1,000,000.00		1,000,000.00			0.00	
LCFF Supplemental	0000	9760			0.00	2,064,006.00		2,064,006.00	
Potential uninsured legal cost	0000	9760			0.00	1,000,000.00		1,000,000.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	28,996,200.00	0.00	28,996,200.00	21,410,838.00	0.00	21,410,838.00	-26.2%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
2600	Expanded Learning Opportunities Program	531,052.00	531,052.00
6266	Educator Effectiveness, FY 2021-22	580,218.00	3,389.00
6300	Lottery: Instructional Materials	1,516,050.00	1,516,050.00
6318	Antibias Education Grant	9,068.00	9,068.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	5,331,259.00	5,331,259.00
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	180,733.00	180,733.00
7388	SB 117 COVID-19 LEA Response Funds	156,836.00	156,836.00
7399	LCFF Equity Multiplier	112,686.00	0.00
7412	A-G Access/Success Grant	93,344.00	93,344.00
7810	Other Restricted State	87,729.00	48,864.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	1,485,893.00	1,485,893.00
9010	Other Restricted Local	3,646,843.00	2,717,780.00
Total, Restricted Balance		13,731,711.00	12,074,268.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	280,080.00	280,080.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			280,080.00	280,080.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			280,080.00	280,080.00	0.0%
2) Ending Balance, June 30 (E + F1e)			280,080.00	280,080.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	280,080.00	280,080.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	280,077.09		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			280,077.09		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G10 + H2) - (I6 + J2)			280,077.09		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	280,080.00	280,080.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			280,080.00	280,080.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			280,080.00	280,080.00	0.0%
2) Ending Balance, June 30 (E + F1e)			280,080.00	280,080.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	280,080.00	280,080.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
8210	Student Activity Funds	280,080.00	280,080.00
Total, Restricted Balance		280,080.00	280,080.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	299,156.00	299,156.00	0.0%
3) Other State Revenue		8300-8599	1,030,750.00	1,039,245.00	0.8%
4) Other Local Revenue		8600-8799	23,746.00	15,284.00	-35.6%
5) TOTAL, REVENUES			1,353,652.00	1,353,685.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	849,481.00	689,789.00	-18.8%
2) Classified Salaries		2000-2999	227,669.00	251,984.00	10.7%
3) Employee Benefits		3000-3999	392,595.00	380,947.00	-3.0%
4) Books and Supplies		4000-4999	261,285.00	20,000.00	-92.3%
5) Services and Other Operating Expenditures		5000-5999	285,787.00	40,000.00	-86.0%
6) Capital Outlay		6000-6999	20,825.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	58,763.00	51,238.00	-12.8%
9) TOTAL, EXPENDITURES			2,096,405.00	1,433,958.00	-31.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(742,753.00)	(80,273.00)	-89.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	95,557.00	95,557.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			95,557.00	95,557.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(647,196.00)	15,284.00	-102.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	657,541.00	10,345.00	-98.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			657,541.00	10,345.00	-98.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			657,541.00	10,345.00	-98.4%
2) Ending Balance, June 30 (E + F1e)			10,345.00	25,629.00	147.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,345.00	25,629.00	147.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	342,728.22		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	4,968.11		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			347,696.33		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.56		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.56		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			347,695.77		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from					
Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	299,156.00	299,156.00	0.0%
TOTAL, FEDERAL REVENUE			299,156.00	299,156.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	980,444.00	980,444.00	0.0%
All Other State Revenue	All Other	8590	50,306.00	58,801.00	16.9%
TOTAL, OTHER STATE REVENUE			1,030,750.00	1,039,245.00	0.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	16,833.00	15,284.00	-9.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	4,887.00	0.00	-100.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,026.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			23,746.00	15,284.00	-35.6%
TOTAL, REVENUES			1,353,652.00	1,353,685.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	650,878.00	447,625.00	-31.2%
Certificated Pupil Support Salaries		1200	62,020.00	77,364.00	24.7%
Certificated Supervisors' and Administrators' Salaries		1300	136,583.00	164,800.00	20.7%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			849,481.00	689,789.00	-18.8%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	32,467.00	33,327.00	2.6%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	171,768.00	184,146.00	7.2%
Other Classified Salaries		2900	23,434.00	34,511.00	47.3%
TOTAL, CLASSIFIED SALARIES			227,669.00	251,984.00	10.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	214,919.00	189,574.00	-11.8%
PERS		3201-3202	52,324.00	62,111.00	18.7%
OASDI/Medicare/Alternative		3301-3302	34,073.00	29,807.00	-12.5%
Health and Welfare Benefits		3401-3402	38,118.00	55,431.00	45.4%
Unemployment Insurance		3501-3502	644.00	468.00	-27.3%
Workers' Compensation		3601-3602	35,348.00	29,143.00	-17.6%
OPEB, Allocated		3701-3702	17,169.00	14,413.00	-16.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			392,595.00	380,947.00	-3.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	11,540.00	10,000.00	-13.3%
Materials and Supplies		4300	222,183.00	10,000.00	-95.5%
Noncapitalized Equipment		4400	27,562.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			261,285.00	20,000.00	-92.3%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	6,500.00	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	7,529.00	10,000.00	32.8%
Professional/Consulting Services and Operating Expenditures		5800	271,758.00	30,000.00	-89.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			285,787.00	40,000.00	-86.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	20,825.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			20,825.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	58,763.00	51,238.00	-12.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			58,763.00	51,238.00	-12.8%
TOTAL, EXPENDITURES			2,096,405.00	1,433,958.00	-31.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	95,557.00	95,557.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			95,557.00	95,557.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			95,557.00	95,557.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	299,156.00	299,156.00	0.0%
3) Other State Revenue		8300-8599	1,030,750.00	1,039,245.00	0.8%
4) Other Local Revenue		8600-8799	23,746.00	15,284.00	-35.6%
5) TOTAL, REVENUES			1,353,652.00	1,353,685.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,463,932.00	744,163.00	-49.2%
2) Instruction - Related Services	2000-2999		419,742.00	478,862.00	14.1%
3) Pupil Services	3000-3999		82,415.00	105,862.00	28.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		58,763.00	51,238.00	-12.8%
8) Plant Services	8000-8999		71,553.00	53,833.00	-24.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,096,405.00	1,433,958.00	-31.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(742,753.00)	(80,273.00)	-89.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	95,557.00	95,557.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			95,557.00	95,557.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(647,196.00)	15,284.00	-102.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	657,541.00	10,345.00	-98.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			657,541.00	10,345.00	-98.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			657,541.00	10,345.00	-98.4%
2) Ending Balance, June 30 (E + F1e)			10,345.00	25,629.00	147.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,345.00	25,629.00	147.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	10,345.00	25,629.00
Total, Restricted Balance		10,345.00	25,629.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	397,973.00	504,648.00	26.8%
3) Other State Revenue		8300-8599	3,960,609.00	3,669,161.00	-7.4%
4) Other Local Revenue		8600-8799	141,852.00	74,825.00	-47.3%
5) TOTAL, REVENUES			4,500,434.00	4,248,634.00	-5.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,141,688.00	1,122,492.00	-1.7%
2) Classified Salaries		2000-2999	1,061,998.00	1,080,590.00	1.8%
3) Employee Benefits		3000-3999	935,953.00	994,896.00	6.3%
4) Books and Supplies		4000-4999	133,381.00	131,699.00	-1.3%
5) Services and Other Operating Expenditures		5000-5999	352,345.00	660,161.00	87.4%
6) Capital Outlay		6000-6999	1,456,612.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	270,855.00	318,745.00	17.7%
9) TOTAL, EXPENDITURES			5,352,832.00	4,308,583.00	-19.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(852,398.00)	(59,949.00)	-93.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	134,774.00	134,774.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			134,774.00	134,774.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(717,624.00)	74,825.00	-110.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,792,507.00	1,074,883.00	-40.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,792,507.00	1,074,883.00	-40.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,792,507.00	1,074,883.00	-40.0%
2) Ending Balance, June 30 (E + F1e)			1,074,883.00	1,149,708.00	7.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,074,883.00	1,149,708.00	7.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,969,892.85		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,969,892.85		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.10		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.10		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			1,969,892.75		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	397,973.00	504,648.00	26.8%
TOTAL, FEDERAL REVENUE			397,973.00	504,648.00	26.8%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	0.00	0.00	0.0%
State Preschool	6105	8590	2,867,583.00	3,258,946.00	13.6%
Arts and Music in Schools (Prop 28)	6770	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,093,026.00	410,215.00	-62.5%
TOTAL, OTHER STATE REVENUE			3,960,609.00	3,669,161.00	-7.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	77,043.00	74,825.00	-2.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	18,643.00	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	7,601.00	0.00	-100.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	38,565.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			141,852.00	74,825.00	-47.3%
TOTAL, REVENUES			4,500,434.00	4,248,634.00	-5.6%
CERTIFICATED SALARIES					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Certificated Teachers' Salaries		1100	971,190.00	865,877.00	-10.8%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	170,498.00	170,500.00	0.0%
Other Certificated Salaries		1900	0.00	86,115.00	New
TOTAL, CERTIFICATED SALARIES			1,141,688.00	1,122,492.00	-1.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	822,768.00	784,229.00	-4.7%
Classified Support Salaries		2200	92,537.00	146,530.00	58.3%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	146,693.00	149,831.00	2.1%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,061,998.00	1,080,590.00	1.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	188,092.00	176,419.00	-6.2%
PERS		3201-3202	407,123.00	408,951.00	0.4%
OASDI/Medicare/Alternative		3301-3302	123,297.00	125,557.00	1.8%
Health and Welfare Benefits		3401-3402	114,219.00	180,684.00	58.2%
Unemployment Insurance		3501-3502	1,108.00	1,109.00	0.1%
Workers' Compensation		3601-3602	68,786.00	68,461.00	-0.5%
OPEB, Allocated		3701-3702	33,328.00	33,715.00	1.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			935,953.00	994,896.00	6.3%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	98,488.00	86,699.00	-12.0%
Noncapitalized Equipment		4400	34,893.00	45,000.00	29.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			133,381.00	131,699.00	-1.3%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	30,500.00	25,000.00	-18.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	213,980.00	6,200.00	-97.1%
Professional/Consulting Services and Operating Expenditures		5800	107,865.00	628,961.00	483.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			352,345.00	660,161.00	87.4%
CAPITAL OUTLAY					
Land		6100	3,334.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,453,278.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,456,612.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	270,855.00	318,745.00	17.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			270,855.00	318,745.00	17.7%
TOTAL, EXPENDITURES			5,352,832.00	4,308,583.00	-19.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	134,774.00	134,774.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			134,774.00	134,774.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			134,774.00	134,774.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	397,973.00	504,648.00	26.8%
3) Other State Revenue		8300-8599	3,960,609.00	3,669,161.00	-7.4%
4) Other Local Revenue		8600-8799	141,852.00	74,825.00	-47.3%
5) TOTAL, REVENUES			4,500,434.00	4,248,634.00	-5.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		3,015,132.00	3,170,766.00	5.2%
2) Instruction - Related Services	2000-2999		458,839.00	593,686.00	29.4%
3) Pupil Services	3000-3999		24,935.00	53,115.00	113.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		270,855.00	318,745.00	17.7%
8) Plant Services	8000-8999		1,583,071.00	172,271.00	-89.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,352,832.00	4,308,583.00	-19.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(852,398.00)	(59,949.00)	-93.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	134,774.00	134,774.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			134,774.00	134,774.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(717,624.00)	74,825.00	-110.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,792,507.00	1,074,883.00	-40.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,792,507.00	1,074,883.00	-40.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,792,507.00	1,074,883.00	-40.0%
2) Ending Balance, June 30 (E + F1e)			1,074,883.00	1,149,708.00	7.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,074,883.00	1,149,708.00	7.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
6129	Early Education: Center-Based Reserve Account for Department of Social Services Programs	274,871.00	274,871.00
6130	Early Education: Center-Based Reserve Account	370,671.00	370,671.00
6160	Child Care and Development Programs Administered by California Department of Social Services (State Funds)	20,161.00	20,161.00
7810	Other Restricted State	55,071.00	55,071.00
9010	Other Restricted Local	354,109.00	428,934.00
Total, Restricted Balance		1,074,883.00	1,149,708.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,750,106.00	2,679,611.00	-2.6%
3) Other State Revenue		8300-8599	3,236,703.00	3,236,703.00	0.0%
4) Other Local Revenue		8600-8799	533,036.00	440,562.00	-17.3%
5) TOTAL, REVENUES			6,519,845.00	6,356,876.00	-2.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	2,088,798.00	2,097,388.00	0.4%
3) Employee Benefits		3000-3999	904,488.00	907,089.00	0.3%
4) Books and Supplies		4000-4999	4,408,051.00	2,896,930.00	-34.3%
5) Services and Other Operating Expenditures		5000-5999	332,792.00	307,100.00	-7.7%
6) Capital Outlay		6000-6999	61,692.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	206,058.00	219,082.00	6.3%
9) TOTAL, EXPENDITURES			8,001,879.00	6,427,589.00	-19.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,482,034.00)	(70,713.00)	-95.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	144,629.00	144,629.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			144,629.00	144,629.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,337,405.00)	73,916.00	-105.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,754,459.00	4,417,054.00	-23.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,754,459.00	4,417,054.00	-23.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,754,459.00	4,417,054.00	-23.2%
2) Ending Balance, June 30 (E + F1e)			4,417,054.00	4,490,970.00	1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	1,007.90	0.00	-100.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,416,046.10	4,490,970.00	1.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,055,478.71		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	18,025.08		
c) in Revolving Cash Account		9130	1,007.90		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			6,074,511.69		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(0.24)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(0.24)		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			6,074,511.93		
FEDERAL REVENUE					
Child Nutrition Programs		8220	2,750,106.00	2,679,611.00	-2.6%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			2,750,106.00	2,679,611.00	-2.6%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	3,236,703.00	3,236,703.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,236,703.00	3,236,703.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	42,500.00	30,000.00	-29.4%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	188,533.00	160,362.00	-14.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	51,103.00	0.00	-100.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	250,900.00	250,200.00	-0.3%
TOTAL, OTHER LOCAL REVENUE			533,036.00	440,562.00	-17.3%
TOTAL, REVENUES			6,519,845.00	6,356,876.00	-2.5%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,842,391.00	1,857,706.00	0.8%
Classified Supervisors' and Administrators' Salaries		2300	164,398.00	160,168.00	-2.6%
Clerical, Technical and Office Salaries		2400	82,009.00	79,514.00	-3.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			2,088,798.00	2,097,388.00	0.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	493,949.00	521,177.00	5.5%
OASDI/Medicare/Alternative		3301-3302	154,303.00	155,246.00	0.6%
Health and Welfare Benefits		3401-3402	157,604.00	132,241.00	-16.1%
Unemployment Insurance		3501-3502	1,044.00	1,037.00	-0.7%
Workers' Compensation		3601-3602	65,610.00	65,295.00	-0.5%
OPEB, Allocated		3701-3702	31,978.00	32,093.00	0.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			904,488.00	907,089.00	0.3%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	280,719.00	192,000.00	-31.6%
Noncapitalized Equipment		4400	98,889.00	30,000.00	-69.7%
Food		4700	4,028,443.00	2,674,930.00	-33.6%
TOTAL, BOOKS AND SUPPLIES			4,408,051.00	2,896,930.00	-34.3%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	10,000.00	18,500.00	85.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	39,000.00	30,000.00	-23.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	750.00	600.00	-20.0%
Professional/Consulting Services and Operating Expenditures		5800	278,042.00	255,000.00	-8.3%
Communications		5900	5,000.00	3,000.00	-40.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			332,792.00	307,100.00	-7.7%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	40,566.00	0.00	-100.0%
Equipment		6400	21,126.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			61,692.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	206,058.00	219,082.00	6.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			206,058.00	219,082.00	6.3%
TOTAL, EXPENDITURES			8,001,879.00	6,427,589.00	-19.7%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	144,629.00	144,629.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			144,629.00	144,629.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			144,629.00	144,629.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,750,106.00	2,679,611.00	-2.6%
3) Other State Revenue		8300-8599	3,236,703.00	3,236,703.00	0.0%
4) Other Local Revenue		8600-8799	533,036.00	440,562.00	-17.3%
5) TOTAL, REVENUES			6,519,845.00	6,356,876.00	-2.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		7,734,129.00	6,208,507.00	-19.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		206,058.00	219,082.00	6.3%
8) Plant Services	8000-8999		61,692.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			8,001,879.00	6,427,589.00	-19.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,482,034.00)	(70,713.00)	-95.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	144,629.00	144,629.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			144,629.00	144,629.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,337,405.00)	73,916.00	-105.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,754,459.00	4,417,054.00	-23.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,754,459.00	4,417,054.00	-23.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,754,459.00	4,417,054.00	-23.2%
2) Ending Balance, June 30 (E + F1e)			4,417,054.00	4,490,970.00	1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	1,007.90	0.00	-100.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,416,046.10	4,490,970.00	1.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	4,157,763.10	4,232,687.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	258,283.00	258,283.00
Total, Restricted Balance		4,416,046.10	4,490,970.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	500,000.00	500,000.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	75,473.00	53,025.00	-29.7%
5) TOTAL, REVENUES			575,473.00	553,025.00	-3.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	423,250.00	500,000.00	18.1%
6) Capital Outlay		6000-6999	76,750.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			500,000.00	500,000.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			75,473.00	53,025.00	-29.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			75,473.00	53,025.00	-29.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,653,828.00	1,729,301.00	4.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,653,828.00	1,729,301.00	4.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,653,828.00	1,729,301.00	4.6%
2) Ending Balance, June 30 (E + F1e)			1,729,301.00	1,782,326.00	3.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,729,301.00	1,782,326.00	3.1%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,126,742.45		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			2,126,742.45		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.32		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.32		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY (G10 + H2) - (I6 + J2)			2,126,742.13		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	500,000.00	500,000.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			500,000.00	500,000.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	58,704.00	53,025.00	-9.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	16,769.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			75,473.00	53,025.00	-29.7%
TOTAL, REVENUES			575,473.00	553,025.00	-3.9%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	423,250.00	500,000.00	18.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			423,250.00	500,000.00	18.1%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	76,750.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			76,750.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			500,000.00	500,000.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	500,000.00	500,000.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	75,473.00	53,025.00	-29.7%
5) TOTAL, REVENUES			575,473.00	553,025.00	-3.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		500,000.00	500,000.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			500,000.00	500,000.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			75,473.00	53,025.00	-29.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			75,473.00	53,025.00	-29.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,653,828.00	1,729,301.00	4.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,653,828.00	1,729,301.00	4.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,653,828.00	1,729,301.00	4.6%
2) Ending Balance, June 30 (E + F1e)			1,729,301.00	1,782,326.00	3.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,729,301.00	1,782,326.00	3.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,014,545.00	709,903.00	-30.0%
5) TOTAL, REVENUES			1,014,545.00	709,903.00	-30.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,014,545.00	709,903.00	-30.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,014,545.00	709,903.00	-30.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,831,532.00	22,846,077.00	4.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,831,532.00	22,846,077.00	4.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,831,532.00	22,846,077.00	4.6%
2) Ending Balance, June 30 (E + F1e)			22,846,077.00	23,555,980.00	3.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	18,363,782.00	18,307,737.00	-0.3%
Set-aside for agreed upon contribution to health benefits	0000	9760	9,500,000.00		
To cover 3 weeks payroll per BP 3100	0000	9760	8,863,782.00		
Set-aside for agreed upon contribution to health benefits	0000	9760		9,500,000.00	
To cover 3 weeks payroll per BP 3100	0000	9760		8,807,737.00	
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	4,482,295.00	5,248,243.00	17.1%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	22,509,150.42		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			22,509,150.42		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			22,509,150.42		
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	793,356.00	709,903.00	-10.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	221,189.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			1,014,545.00	709,903.00	-30.0%
TOTAL, REVENUES			1,014,545.00	709,903.00	-30.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25		2025-26	Percent
			Estimated	Actuals		
(e) TOTAL, CONTRIBUTIONS			0.00		0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00		0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,014,545.00	709,903.00	-30.0%
5) TOTAL, REVENUES			1,014,545.00	709,903.00	-30.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,014,545.00	709,903.00	-30.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,014,545.00	709,903.00	-30.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,831,532.00	22,846,077.00	4.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,831,532.00	22,846,077.00	4.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,831,532.00	22,846,077.00	4.6%
2) Ending Balance, June 30 (E + F1e)			22,846,077.00	23,555,980.00	3.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	18,363,782.00	18,307,737.00	-0.3%
Set-aside for agreed upon contribution to health benefits	0000	9760	9,500,000.00		
To cover 3 weeks payroll per BP 3100	0000	9760	8,863,782.00		
Set-aside for agreed upon contribution to health benefits	0000	9760		9,500,000.00	
To cover 3 weeks payroll per BP 3100	0000	9760		8,807,737.00	
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	4,482,295.00	5,248,243.00	17.1%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,650,862.00	0.00	-100.0%
5) TOTAL, REVENUES			5,650,862.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	703,132.00	683,079.00	-2.9%
3) Employee Benefits		3000-3999	283,434.00	299,026.00	5.5%
4) Books and Supplies		4000-4999	35,147.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	408,585.00	70,000.00	-82.9%
6) Capital Outlay		6000-6999	65,724,060.00	15,000,000.00	-77.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			67,154,358.00	16,052,105.00	-76.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(61,503,496.00)	(16,052,105.00)	-73.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(61,503,496.00)	(16,052,105.00)	-73.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	131,134,573.00	69,631,077.00	-46.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			131,134,573.00	69,631,077.00	-46.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			131,134,573.00	69,631,077.00	-46.9%
2) Ending Balance, June 30 (E + F1e)			69,631,077.00	53,578,972.00	-23.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	69,631,077.00	53,578,972.00	-23.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	100,032,187.30		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			100,032,187.30		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(.77)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(.77)		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			100,032,188.07		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	4,283,075.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	1,359,399.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	8,388.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,650,862.00	0.00	-100.0%
TOTAL, REVENUES			5,650,862.00	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	533,068.00	512,971.00	-3.8%
Clerical, Technical and Office Salaries		2400	170,064.00	170,108.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			703,132.00	683,079.00	-2.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	169,456.00	175,839.00	3.8%
OASDI/Medicare/Alternative		3301-3302	51,067.00	50,011.00	-2.1%
Health and Welfare Benefits		3401-3402	29,628.00	40,863.00	37.9%
Unemployment Insurance		3501-3502	353.00	343.00	-2.8%
Workers' Compensation		3601-3602	22,169.00	21,518.00	-2.9%
OPEB, Allocated		3701-3702	10,761.00	10,452.00	-2.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			283,434.00	299,026.00	5.5%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	22,140.00	0.00	-100.0%
Noncapitalized Equipment		4400	13,007.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			35,147.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	25,200.00	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	383,385.00	70,000.00	-81.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			408,585.00	70,000.00	-82.9%
CAPITAL OUTLAY					
Land		6100	398,568.00	0.00	-100.0%
Land Improvements		6170	165,000.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	65,120,392.00	15,000,000.00	-77.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	40,100.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			65,724,060.00	15,000,000.00	-77.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			67,154,358.00	16,052,105.00	-76.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,650,862.00	0.00	-100.0%
5) TOTAL, REVENUES			5,650,862.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		67,154,358.00	16,052,105.00	-76.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			67,154,358.00	16,052,105.00	-76.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(61,503,496.00)	(16,052,105.00)	-73.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(61,503,496.00)	(16,052,105.00)	-73.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	131,134,573.00	69,631,077.00	-46.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			131,134,573.00	69,631,077.00	-46.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			131,134,573.00	69,631,077.00	-46.9%
2) Ending Balance, June 30 (E + F1e)			69,631,077.00	53,578,972.00	-23.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	69,631,077.00	53,578,972.00	-23.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	69,631,077.00	53,578,972.00
Total, Restricted Balance		69,631,077.00	53,578,972.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,300,345.00	3,159,805.00	37.4%
5) TOTAL, REVENUES			2,300,345.00	3,159,805.00	37.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	1,397,855.00	0.00	-100.0%
6) Capital Outlay		6000-6999	3,588,751.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,986,606.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,686,261.00)	3,159,805.00	-217.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,686,261.00)	3,159,805.00	-217.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,480,513.00	9,794,252.00	-21.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,480,513.00	9,794,252.00	-21.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,480,513.00	9,794,252.00	-21.5%
2) Ending Balance, June 30 (E + F1e)			9,794,252.00	12,954,057.00	32.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,794,252.00	12,954,057.00	32.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	10,843,703.65		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			10,843,703.65		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(.22)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(.22)		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			10,843,703.87		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	1,028,099.00	2,048,010.00	99.2%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	415,304.00	361,795.00	-12.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	132,120.00	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	724,822.00	750,000.00	3.5%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,300,345.00	3,159,805.00	37.4%
TOTAL, REVENUES			2,300,345.00	3,159,805.00	37.4%
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,328,869.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	68,986.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,397,855.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	23,247.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	3,565,504.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,588,751.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			4,986,606.00	0.00	-100.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,300,345.00	3,159,805.00	37.4%
5) TOTAL, REVENUES			2,300,345.00	3,159,805.00	37.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		21,746.00	0.00	-100.0%
8) Plant Services	8000-8999		4,964,860.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,986,606.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(2,686,261.00)	3,159,805.00	-217.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,686,261.00)	3,159,805.00	-217.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,480,513.00	9,794,252.00	-21.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,480,513.00	9,794,252.00	-21.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,480,513.00	9,794,252.00	-21.5%
2) Ending Balance, June 30 (E + F1e)			9,794,252.00	12,954,057.00	32.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,794,252.00	12,954,057.00	32.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	9,794,252.00	12,954,057.00
Total, Restricted Balance		9,794,252.00	12,954,057.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4,500,707.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	137,496.00	120,536.00	-12.3%
5) TOTAL, REVENUES			4,638,203.00	120,536.00	-97.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			4,638,203.00	120,536.00	-97.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,638,203.00	120,536.00	-97.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,727.00	4,640,930.00	170,084.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,727.00	4,640,930.00	170,084.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,727.00	4,640,930.00	170,084.5%
2) Ending Balance, June 30 (E + F1e)			4,640,930.00	4,761,466.00	2.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,640,930.00	4,761,466.00	2.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,574,096.18		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			4,574,096.18		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			4,574,096.18		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	4,500,707.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			4,500,707.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	137,496.00	120,536.00	-12.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			137,496.00	120,536.00	-12.3%
TOTAL, REVENUES			4,638,203.00	120,536.00	-97.4%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4,500,707.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	137,496.00	120,536.00	-12.3%
5) TOTAL, REVENUES			4,638,203.00	120,536.00	-97.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			4,638,203.00	120,536.00	-97.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,638,203.00	120,536.00	-97.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,727.00	4,640,930.00	170,084.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,727.00	4,640,930.00	170,084.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,727.00	4,640,930.00	170,084.5%
2) Ending Balance, June 30 (E + F1e)			4,640,930.00	4,761,466.00	2.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,640,930.00	4,761,466.00	2.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
7710	State School Facilities Projects	4,640,930.00	4,761,466.00
Total, Restricted Balance		4,640,930.00	4,761,466.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,304,022.00	1,231,249.00	-46.6%
5) TOTAL, REVENUES			2,304,022.00	1,231,249.00	-46.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	80,745.00	81,042.00	0.4%
3) Employee Benefits		3000-3999	32,387.00	32,856.00	1.4%
4) Books and Supplies		4000-4999	4,500.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	83,408.00	40,000.00	-52.0%
6) Capital Outlay		6000-6999	1,087,162.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,306,239.00	407,496.00	-68.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,594,441.00	561,394.00	-78.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(290,419.00)	669,855.00	-330.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	6,843.00	6,843.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,843.00	6,843.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(283,576.00)	676,698.00	-338.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,819,304.00	7,535,728.00	-3.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,819,304.00	7,535,728.00	-3.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,819,304.00	7,535,728.00	-3.6%
2) Ending Balance, June 30 (E + F1e)			7,535,728.00	8,212,426.00	9.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	204,730.00	225,046.00	9.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	7,330,998.00	7,987,380.00	9.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	8,124,301.15		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	156,902.65		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	168,221.95		
10) TOTAL, ASSETS			8,449,425.75		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	54,990.22		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			54,990.22		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	154,548.53		
2) TOTAL, DEFERRED INFLOWS			154,548.53		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			8,239,887.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	1,052,475.00	964,933.00	-8.3%
Interest		8660	271,995.00	246,000.00	-9.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	72,497.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	24,816.00	20,316.00	-18.1%
All Other Transfers In from All Others		8799	882,239.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			2,304,022.00	1,231,249.00	-46.6%
TOTAL, REVENUES			2,304,022.00	1,231,249.00	-46.6%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	80,745.00	81,042.00	0.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			80,745.00	81,042.00	0.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	20,932.00	21,203.00	1.3%
OASDI/Medicare/Alternative		3301-3302	6,164.00	6,098.00	-1.1%
Health and Welfare Benefits		3401-3402	1,466.00	1,721.00	17.4%
Unemployment Insurance		3501-3502	41.00	41.00	0.0%
Workers' Compensation		3601-3602	2,544.00	2,553.00	0.4%
OPEB, Allocated		3701-3702	1,240.00	1,240.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			32,387.00	32,856.00	1.4%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	4,500.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,500.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	83,408.00	40,000.00	-52.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			83,408.00	40,000.00	-52.0%
CAPITAL OUTLAY					
Land		6100	21,879.00	0.00	-100.0%
Land Improvements		6170	30,000.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	1,035,283.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,087,162.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	882,239.00	0.00	-100.0%
Debt Service					
Debt Service - Interest		7438	160,000.00	134,496.00	-15.9%
Other Debt Service - Principal		7439	264,000.00	273,000.00	3.4%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,306,239.00	407,496.00	-68.8%
TOTAL, EXPENDITURES			2,594,441.00	561,394.00	-78.4%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	6,843.00	6,843.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			6,843.00	6,843.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			6,843.00	6,843.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,304,022.00	1,231,249.00	-46.6%
5) TOTAL, REVENUES			2,304,022.00	1,231,249.00	-46.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,288,202.00	153,898.00	-88.1%
9) Other Outgo	9000-9999	Except 7600-7699	1,306,239.00	407,496.00	-68.8%
10) TOTAL, EXPENDITURES			2,594,441.00	561,394.00	-78.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(290,419.00)	669,855.00	-330.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	6,843.00	6,843.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,843.00	6,843.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(283,576.00)	676,698.00	-338.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,819,304.00	7,535,728.00	-3.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,819,304.00	7,535,728.00	-3.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,819,304.00	7,535,728.00	-3.6%
2) Ending Balance, June 30 (E + F1e)			7,535,728.00	8,212,426.00	9.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	204,730.00	225,046.00	9.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	7,330,998.00	7,987,380.00	9.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	204,730.00	225,046.00
Total, Restricted Balance		204,730.00	225,046.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	109,700.00	109,700.00	0.0%
4) Other Local Revenue		8600-8799	27,615,629.00	25,983,726.00	-5.9%
5) TOTAL, REVENUES			27,725,329.00	26,093,426.00	-5.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	22,635,178.00	31,646,826.00	39.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,635,178.00	31,646,826.00	39.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			5,090,151.00	(5,553,400.00)	-209.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			5,090,151.00	(5,553,400.00)	-209.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	22,888,636.00	27,978,787.00	22.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,888,636.00	27,978,787.00	22.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,888,636.00	27,978,787.00	22.2%
2) Ending Balance, June 30 (E + F1e)			27,978,787.00	22,425,387.00	-19.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	27,978,787.00	22,425,387.00	-19.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	27,221,902.76		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			27,221,902.76		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			27,221,902.76		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	109,700.00	109,700.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			109,700.00	109,700.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	25,570,107.00	24,202,526.00	-5.3%
Unsecured Roll		8612	675,300.00	675,300.00	0.0%
Prior Years' Taxes		8613	100,500.00	100,500.00	0.0%
Supplemental Taxes		8614	619,500.00	619,500.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	417,753.00	385,900.00	-7.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	232,469.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			27,615,629.00	25,983,726.00	-5.9%
TOTAL, REVENUES			27,725,329.00	26,093,426.00	-5.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	6,946,826.00	14,703,781.00	111.7%
Bond Interest and Other Service Charges		7434	15,688,352.00	16,943,045.00	8.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			22,635,178.00	31,646,826.00	39.8%
TOTAL, EXPENDITURES			22,635,178.00	31,646,826.00	39.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	109,700.00	109,700.00	0.0%
4) Other Local Revenue		8600-8799	27,615,629.00	25,983,726.00	-5.9%
5) TOTAL, REVENUES			27,725,329.00	26,093,426.00	-5.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	22,635,178.00	31,646,826.00	39.8%
10) TOTAL, EXPENDITURES			22,635,178.00	31,646,826.00	39.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			5,090,151.00	(5,553,400.00)	-209.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			5,090,151.00	(5,553,400.00)	-209.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	22,888,636.00	27,978,787.00	22.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,888,636.00	27,978,787.00	22.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,888,636.00	27,978,787.00	22.2%
2) Ending Balance, June 30 (E + F1e)			27,978,787.00	22,425,387.00	-19.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	27,978,787.00	22,425,387.00	-19.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	27,978,787.00	22,425,387.00
Total, Restricted Balance		27,978,787.00	22,425,387.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,197.00	10,971.00	-45.7%
5) TOTAL, REVENUES			20,197.00	10,971.00	-45.7%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	24,500.00	23,500.00	-4.1%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			24,500.00	23,500.00	-4.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,303.00)	(12,529.00)	191.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(4,303.00)	(12,529.00)	191.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	337,239.00	332,936.00	-1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			337,239.00	332,936.00	-1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			337,239.00	332,936.00	-1.3%
2) Ending Net Position, June 30 (E + F1e)			332,936.00	320,407.00	-3.8%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	332,936.00	320,407.00	-3.8%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	330,729.32		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
i) Lease Assets		9460	0.00		
j) Accumulated Amortization-Lease Assets		9465	0.00		
k) Subscription Assets		9470	0.00		
l) Accumulated Amortization-Subscription Assets		9475	0.00		
11) TOTAL, ASSETS			330,729.32		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Subscription Liability		9660	0.00		
b) Net Pension Liability		9663	0.00		
c) Total/Net OPEB Liability		9664	0.00		
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G11 + H2) - (I7 + J2)			330,729.32		
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	12,281.00	10,971.00	-10.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	3,416.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	4,500.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			20,197.00	10,971.00	-45.7%
TOTAL, REVENUES			20,197.00	10,971.00	-45.7%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and					
Operating Expenditures		5800	24,500.00	23,500.00	-4.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			24,500.00	23,500.00	-4.1%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
Amortization Expense-Subscription Assets		6920	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENSES			24,500.00	23,500.00	-4.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25		2025-26	Percent
			Estimated	Actuals		
TOTAL, OTHER FINANCING SOURCES/USES						
(a + c - d + e)				0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,197.00	10,971.00	-45.7%
5) TOTAL, REVENUES			20,197.00	10,971.00	-45.7%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		24,500.00	23,500.00	-4.1%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			24,500.00	23,500.00	-4.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(4,303.00)	(12,529.00)	191.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(4,303.00)	(12,529.00)	191.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	337,239.00	332,936.00	-1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			337,239.00	332,936.00	-1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			337,239.00	332,936.00	-1.3%
2) Ending Net Position, June 30 (E + F1e)			332,936.00	320,407.00	-3.8%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	332,936.00	320,407.00	-3.8%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	332,936.00	320,407.00
Total, Restricted Net Position		332,936.00	320,407.00

Description	2024-25 Estimated Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	8,804.17	8,804.17	8,804.17	8,804.17	8,804.17	8,804.17
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	8,804.17	8,804.17	8,804.17	8,804.17	8,804.17	8,804.17
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	8,804.17	8,804.17	8,804.17	8,804.17	8,804.17	8,804.17
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2024-25 Estimated Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2024-25 Estimated Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	
Less: Amount of total liabilities reserved in budget:	\$	
Estimated accrued but unfunded liabilities:	\$	0.00

☒ This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

This school district is not self-insured for workers' compensation claims.

Signed

Date of Meeting: 06/10/2024

Clerk/Secretary of the Governing Board

(Original signature required)

Printed Name:

Title:

For additional information on this certification, please contact:

Name: Steve Chonel

Title: Fiscal Director

Telephone: 510-337-7082

E-mail: schonel@alamedaunified.org

Budget, July 1
2024-25 Estimated Actuals
GENERAL FUND
Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	67,617,465.00	301	175.00	303	67,617,290.00	305	423,908.00	424,908.00	307	67,192,382.00	309
2000 - Classified Salaries	23,859,016.00	311	179,776.00	313	23,679,240.00	315	711,631.00	1,100,777.00	317	22,578,463.00	319
3000 - Employee Benefits	36,570,285.00	321	1,481,451.00	323	35,088,834.00	325	434,670.00	608,058.00	327	34,480,776.00	329
4000 - Books, Supplies Equip Replace. (6500)	5,539,511.00	331	13,528.00	333	5,525,983.00	335	731,411.00	882,141.00	337	4,643,842.00	339
5000 - Services. . . & 7300 - Indirect Costs	37,194,308.00	341	511,496.00	343	36,682,812.00	345	14,139,594.00	16,094,409.00	347	20,588,403.00	349
TOTAL					168,594,159.00	365	TOTAL			149,483,866.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011.	1100	53,983,339.00	375
2. Salaries of Instructional Aides Per EC 41011.	2100	4,795,083.00	380
3. STRS.	3101 & 3102	13,693,234.00	382
4. PERS.	3201 & 3202	2,021,179.00	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	1,333,909.00	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	3,362,242.00	385
7. Unemployment Insurance.	3501 & 3502	30,047.00	390
8. Workers' Compensation Insurance.	3601 & 3602	1,868,339.00	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00	
10. Other Benefits (EC 22310).	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).		81,087,372.00	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).		0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.		0.00	396
14. TOTAL SALARIES AND BENEFITS.		81,087,372.00	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.		54.24%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT		
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.		
1. Minimum percentage required (60% elementary, 55% unified, 50% high)		
2. Percentage spent by this district (Part II, Line 15)		
3. Percentage below the minimum (Part III, Line 1 minus Line 2)		
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).		
5. Deficiency Amount (Part III, Line 3 times Line 4)		

55.00%
54.24%
.76%
149,483,866.00
1,136,077.38

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)		
Removed ELOP grant		

**Budget, July 1
2025-26 Budget
GENERAL FUND
Current Expense Formula/Minimum Classroom
Compensation**

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	72,368,844.00	301	1,000.00	303	72,367,844.00	305	404,621.00		307	71,963,223.00	309
2000 - Classified Salaries	27,644,740.00	311	184,214.00	313	27,460,526.00	315	632,859.00		317	26,827,667.00	319
3000 - Employee Benefits	41,596,511.00	321	1,620,844.00	323	39,975,667.00	325	397,026.00		327	39,578,641.00	329
4000 - Books, Supplies Equip Replace. (6500)	5,169,521.00	331	19,121.00	333	5,150,400.00	335	874,568.00		337	4,275,832.00	339
5000 - Services. . & 7300 - Indirect Costs	26,164,594.00	341	67,051.00	343	26,097,543.00	345	8,101,013.00		347	17,996,530.00	349
TOTAL					171,051,980.00	365	TOTAL			160,641,893.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object	EDP No.
1. Teacher Salaries as Per EC 41011.	1100	375
2. Salaries of Instructional Aides Per EC 41011.	2100	380
3. STRS.	3101 & 3102	382
4. PERS.	3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	385
7. Unemployment Insurance.	3501 & 3502	390
8. Workers' Compensation Insurance.	3601 & 3602	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00
10. Other Benefits (EC 22310).	3901 & 3902	0.00

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).	91,707,048.00	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).	0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.		396
14. TOTAL SALARIES AND BENEFITS.	91,707,048.00	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.	57.09%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%	
2. Percentage spent by this district (Part II, Line 15)	57.09%	
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%	
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	160,641,893.00	
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00	

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Section I - Expenditures	Funds 01, 09, and 62			2024-25 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	175,207,871.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	4,601,450.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	15,287.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6700, 6910, 6920	2,623,317.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	1,402,556.00
5. Interfund Transfers Out	All	9300	7600-7629	381,803.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				4,422,963.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	1,482,034.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				167,665,492.00
Section II - Expenditures Per ADA				2024-25 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)				8,804.17
B. Expenditures per ADA (Line I.E divided by Line II.A)				19,043.87
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		Total	Per ADA	
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)		150,266,577.20	17,538.40	
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)		0.00	0.00	
2. Total adjusted base expenditure amounts (Line A plus Line A.1)		150,266,577.20	17,538.40	
B. Required effort (Line A.2 times 90%)		135,239,919.48	15,784.56	
C. Current year expenditures (Line I.E and Line II.B)		167,665,492.00	19,043.87	
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)		0.00	0.00	
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)		MOE Met		

F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2026-27 may be reduced by the lower of the two percentages)	0.00%	0.00%
SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 5,213,341.00
2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 121,431,138.00

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.29%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool.
Retain supporting documentation. _____

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero.

**Entry
required**

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals
(Functions 7200-7600, objects 1000-5999, minus Line B9) 7,277,990.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals
(Function 7700, objects 1000-5999, minus Line B10) 2,832,771.00

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	94,850.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	814,100.86
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	11,019,711.86
9. Carry-Forward Adjustment (Part IV, Line F)	0.00
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	11,019,711.86
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	92,315,791.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	18,326,768.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	13,115,406.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	2,419,530.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	21,403.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,518,504.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	117,423.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	38,248.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	18,162,609.14
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	2,016,817.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	3,625,365.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	3,705,686.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	155,383,550.14
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	7.09%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2026-27 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	7.09%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	11,019,711.86
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	610,197.92
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (8.02%) times Part III, Line B19); zero if negative	0.00
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (8.02%) times Part III, Line B19) or (the highest rate used to recover costs from any program (8.02%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	0.00
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	0.00

Approved
indirect cost
rate: 8.02%

Highest rate
used in any
program: 8.02%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	1,112,674.00	89,236.00	8.02%
01	3010	1,254,036.00	100,573.00	8.02%
01	3310	1,973,097.00	158,242.00	8.02%
01	3311	29,989.00	2,405.00	8.02%
01	3312	311,033.00	24,944.00	8.02%
01	3315	66,003.00	5,293.00	8.02%
01	3318	8,276.00	664.00	8.02%
01	3385	98,695.00	7,915.00	8.02%
01	3550	58,698.00	2,934.00	5.00%
01	4035	222,281.00	17,827.00	8.02%
01	4127	141,587.00	11,355.00	8.02%
01	4201	1,670.00	133.00	7.96%
01	4203	97,223.00	7,797.00	8.02%
01	6010	277,102.00	13,855.00	5.00%
01	6053	248,655.00	19,942.00	8.02%
01	6318	98,220.00	7,877.00	8.02%
01	6387	352,570.00	28,276.00	8.02%
01	6388	407,921.00	16,733.00	4.10%
01	6500	26,176,443.00	2,099,120.00	8.02%
01	6510	50,000.00	4,010.00	8.02%
01	6520	71,209.00	5,711.00	8.02%
01	6546	351,436.00	28,185.00	8.02%
01	6547	272,870.00	21,884.00	8.02%
01	6770	1,688,778.00	16,888.00	1.00%
01	7085	196,935.00	15,794.00	8.02%
01	7311	42,300.00	3,392.00	8.02%
01	7339	92,576.00	7,424.00	8.02%
01	7412	95,188.00	7,634.00	8.02%
01	7413	24,237.00	1,942.00	8.01%
01	7810	25,056.00	2,009.00	8.02%
01	8150	5,644,962.00	452,725.00	8.02%
01	9010	4,389,588.00	39,402.00	0.90%
11	6371	12,127.00	942.00	7.77%
11	6391	1,156,450.00	57,821.00	5.00%
12	5025	312,677.00	25,076.00	8.02%
12	5160	41,944.00	3,364.00	8.02%
12	6040	725,859.00	58,213.00	8.02%
12	6105	2,271,978.00	182,213.00	8.02%

12	6160	24,805.00	1,989.00	8.02%
13	5310	3,126,059.00	180,865.00	5.79%
13	5320	424,139.00	25,193.00	5.94%

Budget, July 1
2024-25 Estimated Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	1,412,858.00		1,815,184.00	3,228,042.00
2. State Lottery Revenue	8560	1,542,015.00		659,826.00	2,201,841.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Proceeds from SBITAs	8974	0.00		0.00	0.00
6. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
7. Total Available (Sum Lines A1 through A6)		2,954,873.00	0.00	2,475,010.00	5,429,883.00
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	379,053.00		0.00	379,053.00
2. Classified Salaries	2000-2999	490,994.00		0.00	490,994.00
3. Employee Benefits	3000-3999	331,484.00		0.00	331,484.00
4. Books and Supplies	4000-4999	0.00		728,384.00	728,384.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			230,576.00	230,576.00
6. Capital Outlay	6000-6999	340,484.00		0.00	340,484.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		1,542,015.00	0.00	958,960.00	2,500,975.00
C. ENDING BALANCE (Must equal Line A7 minus Line B12)	979Z	1,412,858.00	0.00	1,516,050.00	2,928,908.00
D. COMMENTS: Explanation needed for amounts in shaded cells for Resource 6300.					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	110,244,547.00	2.91%	113,450,548.00	0.55%	114,076,116.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	1,983,519.00	0.00%	1,983,519.00	0.00%	1,983,519.00
4. Other Local Revenues	8600-8799	26,247,066.00	0.00%	26,247,066.00	0.00%	26,247,066.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(36,932,640.00)	4.26%	(38,506,951.00)	1.75%	(39,179,458.00)
6. Total (Sum lines A1 thru A5c)		101,542,492.00	1.61%	103,174,182.00	-0.05%	103,127,243.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				56,013,686.00		56,161,187.00
b. Step & Column Adjustment				576,068.00		572,125.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(428,567.00)		(948,763.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	56,013,686.00	0.26%	56,161,187.00	-0.67%	55,784,549.00
2. Classified Salaries						
a. Base Salaries				15,657,998.00		15,717,836.00
b. Step & Column Adjustment				169,316.00		170,556.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(109,478.00)		(66,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,657,998.00	0.38%	15,717,836.00	0.67%	15,822,392.00
3. Employee Benefits	3000-3999	25,096,648.00	3.77%	26,042,115.00	0.77%	26,242,079.00
4. Books and Supplies	4000-4999	3,359,725.00	2.98%	3,459,845.00	2.77%	3,555,683.00
5. Services and Other Operating Expenditures	5000-5999	10,965,170.00	10.38%	12,102,900.00	-0.07%	12,093,870.00
6. Capital Outlay	6000-6999	200,000.00	2.98%	205,960.00	2.77%	211,665.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,415,411.00	0.00%	1,415,411.00	0.00%	1,415,411.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(3,962,587.00)	0.00%	(3,962,587.00)	-2.10%	(3,879,209.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	381,803.00	0.00%	381,803.00	0.00%	381,803.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		109,127,854.00	2.20%	111,524,470.00	0.09%	111,628,243.00

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(7,585,362.00)		(8,350,288.00)		(8,501,000.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		32,110,206.00		24,524,844.00		16,174,556.00
2. Ending Fund Balance (Sum lines C and D1)		24,524,844.00		16,174,556.00		7,673,556.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	3,064,006.00		3,064,006.00		3,064,006.00
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	21,410,838.00		13,060,550.00		4,559,550.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		24,524,844.00		16,174,556.00		7,673,556.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	21,410,838.00		13,060,550.00		4,559,550.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789	5,248,243.00		5,248,243.00		5,248,243.00
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		26,659,081.00		18,308,793.00		9,807,793.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d and B2d: few positions funded by one-time restricted funds for both out year.						

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	917,432.00	0.00%	917,432.00	0.00%	917,432.00
2. Federal Revenues	8100-8299	3,714,151.00	0.00%	3,714,151.00	0.00%	3,714,151.00
3. Other State Revenues	8300-8599	14,509,782.00	0.00%	14,509,782.00	0.00%	14,509,782.00
4. Other Local Revenues	8600-8799	8,082,122.00	-3.88%	7,768,324.00	0.00%	7,768,324.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	36,932,640.00	4.26%	38,506,951.00	1.75%	39,179,458.00
6. Total (Sum lines A1 thru A5c)		64,156,127.00	1.96%	65,416,640.00	1.03%	66,089,147.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				16,355,158.00		16,130,462.00
b. Step & Column Adjustment				(388,431.00)		168,009.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				163,735.00		221,250.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	16,355,158.00	-1.37%	16,130,462.00	2.41%	16,519,721.00
2. Classified Salaries						
a. Base Salaries				11,986,742.00		11,951,826.00
b. Step & Column Adjustment				123,094.00		124,572.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(158,010.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	11,986,742.00	-0.29%	11,951,826.00	1.04%	12,076,398.00
3. Employee Benefits	3000-3999	16,499,863.00	-2.02%	16,166,634.00	1.82%	16,460,972.00
4. Books and Supplies	4000-4999	1,809,796.00	2.98%	1,863,728.00	2.77%	1,915,353.00
5. Services and Other Operating Expenditures	5000-5999	15,788,489.00	-3.41%	15,249,782.00	2.77%	15,672,201.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	3,373,522.00	0.00%	3,373,522.00	-2.47%	3,290,144.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		65,813,570.00	-1.64%	64,735,954.00	1.85%	65,934,789.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(1,657,443.00)		680,686.00		154,358.00

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		13,731,711.00		12,074,268.00		12,754,954.00
2. Ending Fund Balance (Sum lines C and D1)		12,074,268.00		12,754,954.00		12,909,312.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	12,074,268.00		12,754,954.00		12,909,312.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		12,074,268.00		12,754,954.00		12,909,312.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B.1.d Few positions funded out of unrestricted are now funded by one-time restricted fund for both out years. B.2.d. Fund is discontinued and no longer able to cover the position.						

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	111,161,979.00	2.88%	114,367,980.00	0.55%	114,993,548.00
2. Federal Revenues	8100-8299	3,714,151.00	0.00%	3,714,151.00	0.00%	3,714,151.00
3. Other State Revenues	8300-8599	16,493,301.00	0.00%	16,493,301.00	0.00%	16,493,301.00
4. Other Local Revenues	8600-8799	34,329,188.00	-0.91%	34,015,390.00	0.00%	34,015,390.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		165,698,619.00	1.75%	168,590,822.00	0.37%	169,216,390.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				72,368,844.00		72,291,649.00
b. Step & Column Adjustment				187,637.00		740,134.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(264,832.00)		(727,513.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	72,368,844.00	-0.11%	72,291,649.00	0.02%	72,304,270.00
2. Classified Salaries						
a. Base Salaries				27,644,740.00		27,669,662.00
b. Step & Column Adjustment				292,410.00		295,128.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(267,488.00)		(66,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	27,644,740.00	0.09%	27,669,662.00	0.83%	27,898,790.00
3. Employee Benefits	3000-3999	41,596,511.00	1.47%	42,208,749.00	1.17%	42,703,051.00
4. Books and Supplies	4000-4999	5,169,521.00	2.98%	5,323,573.00	2.77%	5,471,036.00
5. Services and Other Operating Expenditures	5000-5999	26,753,659.00	2.24%	27,352,682.00	1.51%	27,766,071.00
6. Capital Outlay	6000-6999	200,000.00	2.98%	205,960.00	2.77%	211,665.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,415,411.00	0.00%	1,415,411.00	0.00%	1,415,411.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(589,065.00)	0.00%	(589,065.00)	0.00%	(589,065.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	381,803.00	0.00%	381,803.00	0.00%	381,803.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		174,941,424.00	0.75%	176,260,424.00	0.74%	177,563,032.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(9,242,805.00)		(7,669,602.00)		(8,346,642.00)

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		45,841,917.00		36,599,112.00		28,929,510.00
2. Ending Fund Balance (Sum lines C and D1)		36,599,112.00		28,929,510.00		20,582,868.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740	12,074,268.00		12,754,954.00		12,909,312.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	3,064,006.00		3,064,006.00		3,064,006.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	21,410,838.00		13,060,550.00		4,559,550.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		36,599,112.00		28,929,510.00		20,582,868.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	21,410,838.00		13,060,550.00		4,559,550.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,248,243.00		5,248,243.00		5,248,243.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		26,659,081.00		18,308,793.00		9,807,793.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		15.24%		10.39%		5.52%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds						
(Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		8,804.17		8,804.17		8,804.17
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		174,941,424.00		176,260,424.00		177,563,032.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		174,941,424.00		176,260,424.00		177,563,032.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,248,242.72		5,287,812.72		5,326,890.96
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,248,242.72		5,287,812.72		5,326,890.96
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Budget, July 1
2024-25 Estimated Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(222,259.00)	0.00	(535,676.00)				
Other Sources/Uses Detail					0.00	381,803.00		
Fund Reconciliation							0.00	0.00
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	7,529.00	0.00	58,763.00	0.00				
Other Sources/Uses Detail					95,557.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	213,980.00	0.00	270,855.00	0.00				
Other Sources/Uses Detail					134,774.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	750.00	0.00	206,058.00	0.00				
Other Sources/Uses Detail					144,629.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		

Budget, July 1
2024-25 Estimated Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					6,843.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								

Budget, July 1
2024-25 Estimated Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								

Budget, July 1
2024-25 Estimated Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	222,259.00	(222,259.00)	535,676.00	(535,676.00)	381,803.00	381,803.00	0.00	0.00

Budget, July 1
2025-26 Budget Budget, July 1
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900- 8929	Interfund Transfers Out 7600- 7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	(16,800.00)	0.00	(589,065.00)				
Other Sources/Uses Detail					0.00	381,803.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	10,000.00	0.00	51,238.00	0.00				
Other Sources/Uses Detail					95,557.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	6,200.00	0.00	318,745.00	0.00				
Other Sources/Uses Detail					134,774.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	600.00	0.00	219,082.00	0.00				
Other Sources/Uses Detail					144,629.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Budget, July 1
2025-26 Budget Budget, July 1
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					6,843.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Budget, July 1
2025-26 Budget Budget, July 1
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	16,800.00	(16,800.00)	589,065.00	(589,065.00)	381,803.00	381,803.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Projected funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

	Percentage Level	District ADA
	3.0%	0 to 300
	2.0%	301 to 1,000
	1.0%	1,001 and over
District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	8,804	
District's ADA Standard Percentage Level:	1.0%	

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2022-23)				
District Regular	8,759	8,759		
Charter School				
Total ADA	8,759	8,759	0.0%	Met
Second Prior Year (2023-24)				
District Regular	8,550	8,564		
Charter School				
Total ADA	8,550	8,564	N/A	Met
First Prior Year (2024-25)				
District Regular	8,564	8,804		
Charter School		0		
Total ADA	8,564	8,804	N/A	Met
Budget Year (2025-26)				
District Regular	8,804			
Charter School	0			
Total ADA	8,804			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

- 1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CALPADS Actual column for the First Prior Year; all other data are extracted or calculated. CALPADS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CALPADS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2022-23)				
District Regular	8,825	8,864		
Charter School				
Total Enrollment	8,825	8,864	N/A	Met
Second Prior Year (2023-24)				
District Regular	8,649	9,061		
Charter School				
Total Enrollment	8,649	9,061	N/A	Met
First Prior Year (2024-25)				
District Regular	9,061	9,292		
Charter School				
Total Enrollment	9,061	9,292	N/A	Met
Budget Year (2025-26)				
District Regular	9,292			
Charter School				
Total Enrollment	9,292			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

- 1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CALPADS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2022-23)			
District Regular	8,302	8,864	
Charter School		0	
Total ADA/Enrollment	8,302	8,864	93.7%
Second Prior Year (2023-24)			
District Regular	8,564	9,061	
Charter School	0		
Total ADA/Enrollment	8,564	9,061	94.5%
First Prior Year (2024-25)			
District Regular	8,804	9,292	
Charter School			
Total ADA/Enrollment	8,804	9,292	94.8%
Historical Average Ratio:			94.3%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			94.8%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2025-26)				
District Regular	8,804	9,292		
Charter School	0			
Total ADA/Enrollment	8,804	9,292	94.8%	Met
1st Subsequent Year (2026-27)				
District Regular	8,629	9,106		
Charter School				
Total ADA/Enrollment	8,629	9,106	94.8%	Met
2nd Subsequent Year (2027-28)				
District Regular	8,457	8,924		
Charter School				
Total ADA/Enrollment	8,457	8,924	94.8%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's cost-of-living adjustment (COLA), plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's COLA, plus or minus one percent.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Projected LCFF Revenue

	Prior Year (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	8,804.17	8,804.17	8,804.74	8,746.25
b. Prior Year ADA (Funded)		8,804.17	8,804.17	8,804.74
c. Difference (Step 1a minus Step 1b)		0.00	.57	(58.49)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	.01%	(.66%)
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		108,274,247.00	110,744,547.00	113,950,548.00
b1. COLA percentage		2.30%	3.02%	3.42%
b2. COLA amount (proxy for purposes of this criterion)		2,490,307.68	3,344,485.32	3,897,108.74
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		2.30%	3.02%	3.42%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)				
		2.30%	3.03%	2.76%
LCFF Revenue Standard (Step 3, plus/minus 1%):		1.30% to 3.30%	2.03% to 4.03%	1.76% to 3.76%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	53,552,458.00	53,552,458.00		
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	114,771,610.00	117,172,331.00	120,378,332.00	123,500,900.00
District's Projected Change in LCFF Revenue:		2.09%	2.74%	2.59%
LCFF Revenue Standard		1.30% to 3.30%	2.03% to 4.03%	1.76% to 3.76%
Status:		Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)			Ratio
Fiscal Year	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2022-23)	76,218,050.24	86,673,667.85	87.9%
Second Prior Year (2023-24)	82,066,348.87	92,445,648.03	88.8%
First Prior Year (2024-25)	89,054,123.00	103,088,299.00	86.4%
Historical Average Ratio:			87.7%
	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	84.7% to 90.7%	84.7% to 90.7%	84.7% to 90.7%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)		
	(Form MYP, Lines B1-B3)	(Form MYP, Lines B1-B8, B10)		
Budget Year (2025-26)	96,768,332.00	108,746,051.00	89.0%	Met
1st Subsequent Year (2026-27)	97,921,138.00	111,142,667.00	88.1%	Met
2nd Subsequent Year (2027-28)	97,849,020.00	111,246,440.00	88.0%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	2.30%	3.03%	2.76%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-7.70% to 12.30%	-6.97% to 13.03%	-7.24% to 12.76%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-2.70% to 7.30%	-1.97% to 8.03%	-2.24% to 7.76%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2024-25)	4,708,060.00		
Budget Year (2025-26)	3,714,151.00	(21.11%)	Yes
1st Subsequent Year (2026-27)	3,714,151.00	0.00%	No
2nd Subsequent Year (2027-28)	3,714,151.00	0.00%	No

Explanation:
(required if Yes)

FY 2024-25 includes carry over. In addition, some Federal funds have been reduced or discontinued.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2024-25)	17,041,947.00		
Budget Year (2025-26)	16,493,301.00	(3.22%)	Yes
1st Subsequent Year (2026-27)	16,493,301.00	0.00%	No
2nd Subsequent Year (2027-28)	16,493,301.00	0.00%	No

Explanation:
(required if Yes)

FY 2024-25 includes carry over. In addition, some State funds have been reduced or discontinued.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2024-25)	39,477,299.00		
Budget Year (2025-26)	34,329,188.00	(13.04%)	Yes
1st Subsequent Year (2026-27)	34,015,390.00	(.91%)	No
2nd Subsequent Year (2027-28)	34,015,390.00	0.00%	No

Explanation:
(required if Yes)

FY 2024-25 includes carry over

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2024-25)	5,539,511.00		
Budget Year (2025-26)	5,169,521.00	(6.68%)	Yes
1st Subsequent Year (2026-27)	5,323,573.00	2.98%	No
2nd Subsequent Year (2027-28)	5,471,036.00	2.77%	No

Explanation:
(required if Yes)

FY 2024-25 includes carry over

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2024-25)	37,729,984.00		
Budget Year (2025-26)	26,753,659.00	(29.09%)	Yes
1st Subsequent Year (2026-27)	27,352,682.00	2.24%	No
2nd Subsequent Year (2027-28)	27,766,071.00	1.51%	No

Explanation:
(required if Yes)

FY 2024-25 includes carry over. In addition, some SPED vacant positions were transfer to services

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change	Status
		Over Previous Year	

Total Federal, Other State, and Other Local Revenue (Criterion 6B)

First Prior Year (2024-25)	61,227,306.00		
Budget Year (2025-26)	54,536,640.00	(10.93%)	Not Met
1st Subsequent Year (2026-27)	54,222,842.00	(.58%)	Met
2nd Subsequent Year (2027-28)	54,222,842.00	0.00%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2024-25)	43,269,495.00		
Budget Year (2025-26)	31,923,180.00	(26.22%)	Not Met
1st Subsequent Year (2026-27)	32,676,255.00	2.36%	Met
2nd Subsequent Year (2027-28)	33,237,107.00	1.72%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

FY 2024-25 includes carry over. In addition, some Federal funds have been reduced or discontinued.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

FY 2024-25 includes carry over. In addition, some State funds have been reduced or discontinued.

Explanation:
Other Local Revenue

FY 2024-25 includes carry over

(linked from 6B
if NOT met)

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

FY 2024-25 includes carry over

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

FY 2024-25 includes carry over. In addition, some SPED vacant positions were transfer to services

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)

169,142,309.00

b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

3% Required

Budgeted Contribution¹

Minimum Contribution
(Line 2c times 3%)

to the Ongoing and Major
Maintenance Account

Status

c. Net Budgeted Expenditures and Other Financing Uses

169,142,309.00

5,074,269.27

5,992,023.00

Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- ☐ Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
☐ Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
☐ Other (explanation must be provided)

Explanation:

(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2022-23)	Second Prior Year (2023-24)	First Prior Year (2024-25)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	4,427,628.84	4,781,975.85	4,482,295.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	9,592,070.92	25,767,007.27	28,996,200.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	14,019,699.76	30,548,983.12	33,478,495.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	152,333,021.21	159,353,164.63	175,207,871.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	152,333,021.21	159,353,164.63	175,207,871.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	9.2%	19.2%	19.1%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	3.1%	6.4%	6.4%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000- 7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2022-23)	1,677,792.14	93,400,680.85	N/A	Met
Second Prior Year (2023-24)	9,284,411.18	92,827,451.03	N/A	Met
First Prior Year (2024-25)	(1,608,125.00)	103,470,102.00	1.6%	Met
Budget Year (2025-26) (Information only)	(7,585,362.00)	109,127,854.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. Fund Balance STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 250,000
0.3%	250,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A-1. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level	
Fiscal Year	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	Status
Third Prior Year (2022-23)	20,774,970.00	22,756,128.38	N/A	Met
Second Prior Year (2023-24)	18,468,075.00	24,433,920.52	N/A	Met
First Prior Year (2024-25)	29,245,675.00	33,718,331.00	N/A	Met
Budget Year (2025-26) (Information only)	32,110,206.00			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9A-2. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

B. Cash Balance Standard: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1: Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Ending Cash Balance		
General Fund		
Fiscal Year	(Form CASH, Line F, June Column)	Status
Current Year (2025-26)	33,895,865.10	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:

(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$88,000 (greater of)	0 to 300
4% or \$88,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 250,000
1%	250,001 and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	8,804	8,804	8,804
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button

for item 1. If Yes, enter data for item 2a. If No, enter data for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

No

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

b. Special Education Pass-through Funds

(Fund 10, resources 3300-3499, 6500-6540 and 6546,
objects 7211-7213 and 7221-7223)

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	174,941,424.00	176,260,424.00	177,563,032.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	174,941,424.00	176,260,424.00	177,563,032.00

4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	5,248,242.72	5,287,812.72	5,326,890.96
6.	Reserve Standard - by Amount (\$88,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	District's Reserve Standard (Greater of Line B5 or Line B6)	5,248,242.72	5,287,812.72	5,326,890.96

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):

Budget Year (2025-26)1st Subsequent Year (2026-27)2nd Subsequent Year (2027-28)

1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	0.00		
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	21,410,838.00	13,060,550.00	4,559,550.00
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	5,248,243.00	5,248,243.00	5,248,243.00
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8.	District's Budgeted Reserve Amount (Lines C1 thru C7)	26,659,081.00	18,308,793.00	9,807,793.00
9.	District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	15.24%	10.39%	5.52%
District's Reserve Standard (Section 10B, Line 7):		5,248,242.72	5,287,812.72	5,326,890.96
Status:		Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

Yes

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

The District is gradually spending down one-time ending fund balance in a systematic manner. Future COLAs will be used to replace one-time funds before other long-term commitments are made.

S3. Use of Ongoing Revenues for One-time Expenditures

- 1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

- 1b. If Yes, identify the expenditures:

S4. Contingent Revenues

- 1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard:

-10.0% to +10.0% or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2024-25)	(34,858,594.00)			
Budget Year (2025-26)	(36,932,640.00)	2,074,046.00	5.9%	Met
1st Subsequent Year (2026-27)	(38,506,951.00)	1,574,311.00	4.3%	Met
2nd Subsequent Year (2027-28)	(39,179,458.00)	672,507.00	1.7%	Met
1b. Transfers In, General Fund *				
First Prior Year (2024-25)	0.00			
Budget Year (2025-26)	0.00	0.00	0.0%	Met
1st Subsequent Year (2026-27)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2027-28)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2024-25)	381,803.00			
Budget Year (2025-26)	381,803.00	0.00	0.0%	Met
1st Subsequent Year (2026-27)	381,803.00	0.00	0.0%	Met
2nd Subsequent Year (2027-28)	381,803.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

- 1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

- 1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?

(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2025
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases				
Certificates of Participation	15	Fund 40	7438/7439	4,293,000
General Obligation Bonds	29	Fund 51	7438/7439	302,935,143
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

TOTAL:				307,228,143

Type of Commitment (continued)	Prior Year (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
	(P & I)	(P & I)	(P & I)	(P & I)
Leases				
Certificates of Participation	402,643	403,231	402,553	402,905
General Obligation Bonds	22,627,727	31,640,525	27,881,050	27,852,475
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Total Annual Payments:	23,030,370	32,043,756	28,283,603	28,255,380
Has total annual payment increased over prior year (2024-25)?		Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:

(required if Yes
to increase in total
annual payments)

Due to new Measure B 2022 Election Series B

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:

(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

- 1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

- 2 For the district's OPEB:

a. Are they lifetime benefits?

No

b. Do benefits continue past age 65?

No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

- 3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund Governmental Fund

0

0

- 4 OPEB Liabilities

a. Total OPEB liability

20,365,000.00

b. OPEB plan(s) fiduciary net position (if applicable)

0.00

c. Total/Net OPEB liability (Line 4a minus Line 4b)

20,365,000.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial

e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation

6/30/2024

- 5 OPEB Contributions

a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method

0.00

0.00

0.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)

1,614,990.00

0.00

0.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

1,201,000.00

1,174,000.00

1,130,000.00

d. Number of retirees receiving OPEB benefits

357.00

357.00

357.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

- 1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

- 2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of certificated (non-management) full - time - equivalent(FTE) positions	548	563	563	563

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

- 2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

- 2b. Per Government Code Section 3547.5(b), was the agreement certified
by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted
to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year

1st Subsequent Year

2nd Subsequent Year

(2025-26)

(2026-27)

(2027-28)

Is the cost of salary settlement included in the budget and multiyear
projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from
prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from
prior year (may enter text, such as
"Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

726,090

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

0

0

0

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

Yes	Yes	Yes
-----	-----	-----

--	--	--

--	--	--

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

No

--

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Yes	Yes	Yes
-----	-----	-----

	576,068	572,125
--	---------	---------

	1.1%	1.1%
--	------	------

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Yes	Yes	Yes
-----	-----	-----

Yes	Yes	Yes
-----	-----	-----

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of classified(non - management) FTE positions	352	357	357	357

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

- 2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

- 2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year

1st Subsequent Year

2nd Subsequent Year

(2025-26)

(2026-27)

(2027-28)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

324,726

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

--	--	--

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

Classified (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Yes	Yes	Yes

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

--	--	--

--

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

Classified (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Yes	Yes	Yes
	169,316	170,556
	1.2%	1.2%

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
--------------------------	----------------------------------	----------------------------------

Classified (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2024-25)	Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of management, supervisor, and confidential FTE positions	61	61	61	61

Management/Supervisor/Confidential

Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

N/A

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)

4. Amount included for any tentative salary schedule increases

--	--	--

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)

Management/Supervisor/Confidential

Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)

Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Budget Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

Yes

2. Adoption date of the LCAP or an update to the LCAP.

Jun 24, 2025

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	No
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

--

End of School District Budget Criteria and Standards Review

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF:	JUNE									
A. BEGINNING CASH			53,890,075.85	43,147,045.36	32,121,596.67	25,293,279.80	17,337,835.53	48,617,119.76	41,732,612.99	34,175,521.32
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019		3,092,946.25	3,092,946.25	6,007,540.25	5,567,303.25	5,567,303.25	6,007,540.25	5,567,303.25	5,567,303.25
Property Taxes	8020-8079						26,696,702.50			
Miscellaneous Funds	8080-8099		(321,389.20)	(321,389.20)	(578,500.56)	(578,500.56)	(578,500.56)	(578,500.56)	(211,527.76)	(578,500.56)
Federal Revenue	8100-8299				357,873.50			357,873.50		
Other State Revenue	8300-8599		327,175.35	327,175.35	1,200,624.03	774,697.63	1,017,796.63	1,144,434.13	774,697.63	588,915.63
Other Local Revenue	8600-8799		667,826.95	385,408.75	693,735.75	790,645.25	13,085,572.25	693,735.75	822,025.05	1,111,687.75
Interfund Transfers In	8900-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			3,766,559.35	3,484,141.15	7,681,272.97	6,554,145.57	45,788,874.07	7,625,083.07	6,952,498.17	6,689,406.07
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		6,030,737.00	6,030,737.00	6,030,737.00	6,030,737.00	6,030,737.00	6,030,737.00	6,030,737.00	6,030,737.00
Classified Salaries	2000-2999		2,303,728.33	2,303,728.33	2,303,728.33	2,303,728.33	2,303,728.33	2,303,728.33	2,303,728.33	2,303,728.33
Employee Benefits	3000-3999		3,466,375.92	3,466,375.92	3,466,375.92	3,466,375.92	3,466,375.92	3,466,375.92	3,466,375.92	3,466,375.92
Books and Supplies	4000-4999		430,793.42	430,793.42	430,793.42	430,793.42	430,793.42	430,793.42	430,793.42	430,793.42
Services	5000-5999		2,229,471.58	2,229,471.58	2,229,471.58	2,229,471.58	2,229,471.58	2,229,471.58	2,229,471.58	2,229,471.58
Capital Outlay	6000-6999		16,666.67	16,666.67	16,666.67	16,666.67	16,666.67	16,666.67	16,666.67	16,666.67
Other Outgo	7000-7499		0.00							
Interfund Transfers Out	7600-7629		31,816.92	31,816.92	31,816.92	31,816.92	31,816.92	31,816.92	31,816.92	31,816.92

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			14,509,589.84	14,509,589.84	14,509,589.84	14,509,589.84	14,509,589.84	14,509,589.84	14,509,589.84	14,509,589.84
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299									
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599									
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			(10,743,030.49)	(11,025,448.69)	(6,828,316.87)	(7,955,444.27)	31,279,284.23	(6,884,506.77)	(7,557,091.67)	(7,820,183.77)
F. ENDING CASH (A + E)			43,147,045.36	32,121,596.67	25,293,279.80	17,337,835.53	48,617,119.76	41,732,612.99	34,175,521.32	26,355,337.55
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF:		JUNE							
A. BEGINNING CASH		26,355,337.55	30,353,920.38	49,095,178.61	41,244,920.36				
B. RECEIPTS									
LCFF Sources									
Principal Apportionment	8010-8019	6,007,540.25	5,567,303.25	5,567,303.25	440,237.00	5,567,303.25		63,619,873.00	63,619,873.00
Property Taxes	8020-8079	79,526.50	26,696,702.50		79,526.50			53,552,458.00	53,552,458.00
Miscellaneous Funds	8080-8099	(578,500.56)	(578,500.56)	(578,500.56)	(528,041.36)	0.00		(6,010,352.00)	(6,010,352.00)
Federal Revenue	8100-8299	357,873.50			357,873.50	2,282,657.00		3,714,151.00	3,714,151.00
Other State Revenue	8300-8599	1,144,434.13	774,697.63	588,915.63	6,943,549.13	886,188.10		16,493,301.00	16,493,301.00
Other Local Revenue	8600-8799	11,497,298.85	790,645.25	1,081,613.25	693,735.75	2,015,257.40		34,329,188.00	34,329,188.00
Interfund Transfers In	8900-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		18,508,172.67	33,250,848.07	6,659,331.57	7,986,880.52	10,751,405.75	0.00	165,698,619.00	165,698,619.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	6,030,737.00	6,030,737.00	6,030,737.00	6,030,737.00	0.00		72,368,844.00	72,368,844.00
Classified Salaries	2000-2999	2,303,728.33	2,303,728.33	2,303,728.33	2,303,728.37			27,644,740.00	27,644,740.00
Employee Benefits	3000-3999	3,466,375.92	3,466,375.92	3,466,375.90	3,466,375.90			41,596,511.00	41,596,511.00
Books and Supplies	4000-4999	430,793.42	430,793.42	430,793.42	430,793.38			5,169,521.00	5,169,521.00
Services	5000-5999	2,229,471.58	2,229,471.58	2,229,471.58	2,229,471.62			26,753,659.00	26,753,659.00
Capital Outlay	6000-6999	16,666.67	16,666.67	16,666.67	16,666.63			200,000.00	200,000.00
Other Outgo	7000-7499				826,346.00			826,346.00	826,346.00
Interfund Transfers Out	7600-7629	31,816.92	31,816.92	31,816.92	31,816.88			381,803.00	381,803.00
All Other Financing Uses	7630-7699							0.00	0.00

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		14,509,589.84	14,509,589.84	14,509,589.82	15,335,935.78	0.00	0.00	174,941,424.00	174,941,424.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
E. NET INCREASE/DECREASE (B - C + D)		3,998,582.83	18,741,258.23	(7,850,258.25)	(7,349,055.26)	10,751,405.75	0.00	(9,242,805.00)	(9,242,805.00)
F. ENDING CASH (A + E)		30,353,920.38	49,095,178.61	41,244,920.36	33,895,865.10				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								44,647,270.85	

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF:	JUNE									
A. BEGINNING CASH			33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019									
Property Taxes	8020-8079									
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299									
Other State Revenue	8300-8599									
Other Local Revenue	8600-8799									
Interfund Transfers In	8900-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999									
Classified Salaries	2000-2999									
Employee Benefits	3000-3999									
Books and Supplies	4000-4999									
Services	5000-5999									
Capital Outlay	6000-6999									
Other Outgo	7000-7499									
Interfund Transfers Out	7600-7629									

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299									
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599									
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F. ENDING CASH (A + E)			33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF:		JUNE							
A. BEGINNING CASH		33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10				
B. RECEIPTS									
LCFF Sources									
Principal Apportionment	8010-8019							0.00	
Property Taxes	8020-8079							0.00	
Miscellaneous Funds	8080-8099							0.00	
Federal Revenue	8100-8299							0.00	
Other State Revenue	8300-8599							0.00	
Other Local Revenue	8600-8799							0.00	
Interfund Transfers In	8900-8929							0.00	
All Other Financing Sources	8930-8979							0.00	
TOTAL RECEIPTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999							0.00	
Classified Salaries	2000-2999							0.00	
Employee Benefits	3000-3999							0.00	
Books and Supplies	4000-4999							0.00	
Services	5000-5999							0.00	
Capital Outlay	6000-6999							0.00	
Other Outgo	7000-7499							0.00	
Interfund Transfers Out	7600-7629							0.00	
All Other Financing Uses	7630-7699							0.00	

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
E. NET INCREASE/DECREASE (B - C + D)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F. ENDING CASH (A + E)		33,895,865.10	33,895,865.10	33,895,865.10	33,895,865.10				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								33,895,865.10	

Budget, July 1
Budget 2025-26

Technical Review Checks

Phase - All

Display - All Technical Checks

Alameda Unified

Alameda County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)

W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUNCTION - (**Fatal**) - All FUNCTION codes must be valid. **Passed**

CHECKFUND - (**Fatal**) - All FUND codes must be valid. **Passed**

CHECKGOAL - (**Fatal**) - All GOAL codes must be valid. **Passed**

CHECKOBJECT - (**Fatal**) - All OBJECT codes must be valid. **Passed**

CHECKRESOURCE - (**Warning**) - All RESOURCE codes must be valid. **Passed**

CHK-FDXRS7690xOB8590 - (**Fatal**) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. **Passed**

CHK-FUNCTIONxOBJECT - (**Fatal**) - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxFUNCTION-A - (**Warning**) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. **Passed**

CHK-FUNDxFUNCTION-B - (**Fatal**) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. **Passed**

CHK-FUNDxGOAL - (**Warning**) - All FUND and GOAL account code combinations should be valid. **Passed**

CHK-FUNDxOBJECT - (**Fatal**) - All FUND and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxRESOURCE - (**Warning**) - All FUND and RESOURCE account code combinations should be valid. **Passed**

CHK-GOALxFUNCTION-A - (**Fatal**) - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

CHK-GOALxFUNCTION-B - (**Fatal**) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). **Passed**

CHK-RES6500XOBJ8091 - (Fatal) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

CHK-RESOURCExOBJECTA - (Warning) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RESOURCExOBJECTB - (Informational) - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RS-LOCAL-DEFINED - (Fatal) - All locally defined resource codes must roll up to a CDE defined resource code. **Passed**

SPECIAL-ED-GOAL - (Fatal) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

GENERAL LEDGER CHECKS

CEFB-POSITIVE - (Fatal) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

CONTRIB-RESTR-REV - (Fatal) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

CONTRIB-UNREST-REV - (Fatal) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

EFB-POSITIVE - (Warning) - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

EPA-CONTRIB - (Fatal) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

EXCESS-ASSIGN-REU - (Fatal) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

EXP-POSITIVE - (Warning) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

INTERFD-DIR-COST - (Fatal) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

INTERFD-IN-OUT - (Fatal) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

INTERFD-INDIRECT - (Fatal) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

INTERFD-INDIRECT-FN - (Fatal) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

INTRA-FD-DIR-COST - (Fatal) - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

INTRA-FD-INDIRECT - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

INTRAID-INDIRECT-FN - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by function.	<u>Passed</u>
LCFF-TRANSFER - (Fatal) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually.	<u>Passed</u>
LOTTERY-CONTRIB - (Fatal) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300).	<u>Passed</u>
OBJ-POSITIVE - (Warning) - All applicable objects should have a positive balance by resource, by fund.	<u>Passed</u>
PASS-THRU-REV=EXP - (Warning) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource.	<u>Passed</u>
REV-POSITIVE - (Warning) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund.	<u>Passed</u>
RS-NET-POSITION-ZERO - (Fatal) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95.	<u>Passed</u>
SE-PASS-THRU-REVENUE - (Warning) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area.	<u>Passed</u>
UNASSIGNED-NEGATIVE - (Fatal) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95.	<u>Passed</u>
UNR-NET-POSITION-NEG - (Fatal) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95.	<u>Passed</u>

SUPPLEMENTAL CHECKS

CB-BALANCE-ABOVE-MIN - (Warning) - In Form CB, the district checked the box relating to compliance with EC Section 42127(a)(2)(B) and (C).	<u>Passed</u>
CB-BUDGET-CERTIFY - (Fatal) - In Form CB, the district checked the box relating to the required budget certifications.	<u>Passed</u>
CS-EXPLANATIONS - (Fatal) - Explanations must be provided in the Criteria and Standards Review (Form 01CS) for all criteria and for supplemental information items S1 through S6, and S9 if applicable, where the standard has not been met or where the status is Not Met or Yes.	<u>Passed</u>
CS-YES-NO - (Fatal) - Supplemental information items and additional fiscal indicator items in the Criteria and Standards Review (Form 01CS) must be answered Yes or No, where applicable, for the form to be complete.	<u>Passed</u>

EXPORT VALIDATION CHECKS

ADA-PROVIDE - (Fatal) - Average Daily Attendance data (Form A) must be provided.	<u>Passed</u>
BUDGET-CERT-PROVIDE - (Fatal) - Budget Certification (Form CB) must be provided.	<u>Passed</u>
CASHFLOW-PROVIDE - (Warning) - A Cashflow Worksheet (Form CASH) must be provided with your Budget and Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.)	<u>Passed</u>

CHK-DEPENDENCY - (Fatal) - If data has changed that affect other forms, the affected forms must be opened and saved.	<u>Passed</u>
CHK-UNBALANCED-A - (Warning) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed.	<u>Passed</u>
CHK-UNBALANCED-B - (Fatal) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed.	<u>Passed</u>
CS-PROVIDE - (Fatal) - The Criteria and Standards Review (Form 01CS) has been provided.	<u>Passed</u>
FORM01-PROVIDE - (Fatal) - Form 01 (Form 01I) must be opened and saved.	<u>Passed</u>
MYP-PROVIDE - (Warning) - A Multiyear Projection Worksheet must be provided with your Budget. (Note: LEAs may use a multiyear projection worksheet other than Form MYP, with approval of their reviewing agency, as long as it provides current year and at least two subsequent fiscal years, and separately projects unrestricted resources, restricted resources, and combined total resources.)	<u>Passed</u>
VERSION-CHECK - (Warning) - All versions are current.	<u>Passed</u>
WK-COMP-CERT-PROVIDE - (Fatal) - Workers' Compensation Certification (Form CC) must be provided.	<u>Passed</u>

Budget, July 1

Budget 2025-26

Technical Review Checks

Phase - All

Display - Exceptions Only

Alameda Unified

Alameda County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)

W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

Budget, July 1
Estimated Actuals 2024-25
Technical Review Checks
Phase - All
Display - All Technical Checks

Alameda Unified

Alameda County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)

W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUNCTION - (**Fatal**) - All FUNCTION codes must be valid. **Passed**

CHECKFUND - (**Fatal**) - All FUND codes must be valid. **Passed**

CHECKGOAL - (**Fatal**) - All GOAL codes must be valid. **Passed**

CHECKOBJECT - (**Fatal**) - All OBJECT codes must be valid. **Passed**

CHECKRESOURCE - (**Warning**) - All RESOURCE codes must be valid. **Passed**

CHK-FDXRS7690xOB8590 - (**Fatal**) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. **Passed**

CHK-FUNCTIONxOBJECT - (**Fatal**) - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxFUNCTION-A - (**Warning**) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. **Passed**

CHK-FUNDxFUNCTION-B - (**Fatal**) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. **Passed**

CHK-FUNDxGOAL - (**Warning**) - All FUND and GOAL account code combinations should be valid. **Passed**

CHK-FUNDxOBJECT - (**Fatal**) - All FUND and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxRESOURCE - (**Warning**) - All FUND and RESOURCE account code combinations should be valid. **Passed**

CHK-GOALxFUNCTION-A - (**Fatal**) - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

CHK-GOALxFUNCTION-B - (**Fatal**) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). **Passed**

CHK-RES6500XOBJ8091 - (Fatal) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

CHK-RESOURCExOBJECTA - (Warning) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RESOURCExOBJECTB - (Informational) - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RS-LOCAL-DEFINED - (Fatal) - All locally defined resource codes must roll up to a CDE defined resource code. **Passed**

PY-EFB=CY-BFB - (Fatal) - Prior year ending fund balance (preloaded from last year's unaudited actuals submission) must equal current year beginning fund balance (Object 9791). **Passed**

PY-EFB=CY-BFB-RES - (Fatal) - Prior year ending balance (preloaded from last year's unaudited actuals submission) must equal current year beginning balance (Object 9791), by fund and resource. **Passed**

SPECIAL-ED-GOAL - (Fatal) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

GENERAL LEDGER CHECKS

AR-AP-POSITIVE - (Warning) - Accounts Receivable (Object 9200), Due from Other Funds (Object 9310), Accounts Payable (Object 9500), and Due to Other Funds (Object 9610) should have a positive balance by resource, by fund. **Passed**

CEFB-POSITIVE - (Fatal) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

CONTRIB-RESTR-REV - (Fatal) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

CONTRIB-UNREST-REV - (Fatal) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

DUE-FROM=DUE-TO - (Fatal) - Due from Other Funds (Object 9310) must equal Due to Other Funds (Object 9610). **Passed**

EFB-POSITIVE - (Warning) - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

EPA-CONTRIB - (Fatal) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

EXCESS-ASSIGN-REU - (Fatal) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

EXP-POSITIVE - (Warning) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

INTERFD-DIR-COST - (Fatal) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

INTERFD-IN-OUT - (Fatal) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

INTERFD-INDIRECT - (Fatal) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

INTERFD-INDIRECT-FN - (Fatal) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

INTRA-FD-DIR-COST - (Fatal) - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

INTRA-FD-INDIRECT - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

INTRA-FD-INDIRECT-FN - (Fatal) - Transfers of Indirect Costs (Object 7310) must net to zero by function. **Passed**

LCFF-TRANSFER - (Fatal) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. **Passed**

LOTTERY-CONTRIB - (Fatal) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). **Passed**

NET-INV-CAP-ASSETS - (Warning) - If capital asset amounts are imported/keyed, objects 9400-9489, (Capital Assets) in funds 61-95, then an amount should be recorded for Object 9796 (Net Investment in Capital Assets) within the same fund. **Passed**

OBJ-POSITIVE - (Warning) - The following objects have a negative balance by resource, by fund: **Exception**

FUND	RESOURCE	OBJECT	VALUE
01	7338	8590	(\$29,926.00)
Explanation: Accrued as program expired			

PASS-THRU-REV=EXP - (Warning) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource. **Passed**

REV-POSITIVE - (Warning) - In the following resources, total revenues exclusive of contributions (objects 8000-8979) are negative, by fund: **Exception**

FUND	RESOURCE	VALUE
01	7338	(\$29,926.00)
Explanation: Accrued as program expired		

RS-NET-POSITION-ZERO - (Fatal) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

SE-PASS-THRU-REVENUE - (Warning) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. **Passed**

UNASSIGNED-NEGATIVE - (Fatal) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

UNR-NET-POSITION-NEG - (Fatal) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

SUPPLEMENTAL CHECKS

ASSET-ACCUM-DEPR-NEG - (Fatal) - In Form ASSET, accumulated depreciation and amortization for governmental and business-type activities must be zero or negative. **Passed**

DEBT-ACTIVITY - (Informational) - If long-term debt exists, there should be activity entered in the Schedule of Long-Term Liabilities (Form DEBT) for each type of debt. **Passed**

DEBT-POSITIVE - (Fatal) - In Form DEBT, long-term liability ending balances must be positive. **Passed**

EXPORT VALIDATION CHECKS

ADA-PROVIDE - (Fatal) - Average Daily Attendance data (Form A) must be provided. **Passed**

CHK-DEPENDENCY - (Fatal) - If data has changed that affect other forms, the affected forms must be opened and saved. **Passed**

CHK-UNBALANCED-A - (Warning) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. **Passed**

CHK-UNBALANCED-B - (Fatal) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. **Passed**

FORM01-PROVIDE - (Fatal) - Form 01 (Form 01I) must be opened and saved. **Passed**

VERSION-CHECK - (Warning) - All versions are current. **Passed**

Budget, July 1
Estimated Actuals 2024-25
Technical Review Checks
Phase - All
Display - Exceptions Only

Alameda Unified

Alameda County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (Warning) - The following objects have a negative balance by resource, by fund: **Exception**

FUND	RESOURCE	OBJECT	VALUE
01	7338	8590	(\$29,926.00)
Explanation: Accrued as program expired			

REV-POSITIVE - (Warning) - In the following resources, total revenues exclusive of contributions (objects 8000-8979) are negative, by fund: **Exception**

FUND	RESOURCE	VALUE
01	7338	(\$29,926.00)
Explanation: Accrued as program expired		

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Resolution No. 2024-2025.87 Adoption of 2025-2026 Education Protection Account (EPA) Spending Plan (5 Mins/Action)

Item Type: General Business

Background: Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by voters on November 6, 2012 (and expired in 2017), and Proposition 55, *The California Extension of the Proposition 30 Income Tax Increase Initiative*, approved on November 8, 2016, temporarily increased the state's sales tax and personal income tax rates.

Under these propositions, Alameda Unified School District receives funds from the Education Protection Account (EPA) based on its proportionate share of the statewide revenue limit. To account for this, the State reduces the District's Local Control Funding Formula (LCFF) entitlement by the same amount. In response, the District reallocates corresponding expenditures to the EPA.

Proposition 55 requires that the use of EPA funds be determined by the governing board at a public meeting, following a public hearing. These funds are restricted and may not be used for administrative costs. Staff recommends transferring certificated salaries and benefits from the unrestricted general fund (Resource 0000) to the unrestricted general fund (Resource 1400), and the proposed EPA spending plan is attached to this agenda item.

The proposed EPA spending plan was presented to the Board of Education at its June 10 meeting and is returning tonight for approval.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Estimated entitlement: \$1,760,948.00.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description

Upload Date

Type

▣	Resolution No. 2024-2025.87	6/16/2025	Resolution Letter
▣	EPA Spending Plan	6/16/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California

June 24, 2025

Resolution No. 2024-2025.82

Adoption of the 2025-26 Education Protection Account Spending Plan

WHEREAS, the voters of California approved Proposition 30 on November 6, 2012, and Proposition 55 on November 8, 2016; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sunset 12/31/2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commenced 01/01/2018); and

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30 of each year, the Director of Fiscal shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within 10 days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools, and community college districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government; and

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each community college district, county office of education, school district, and charter school shall annually publish on its website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts, and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts, and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Alameda Unified School District; and

2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Alameda Unified School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the following vote this 24th day of June, 2025:

AYES:_____MEMBERS: _____

NOES:_____MEMBERS: _____

ABSENT:_____MEMBERS: _____

ATTEST:

Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Gary K. Lym, President
Board of Education
Alameda Unified School District

2025-2026 Education Protection Account (EPA) Spending Plan

The revenues generated from Proposition 55 are deposited into a state account called the Education Protection Account (EPA). Alameda Unified School District will receive funds from the EPA based on the District's proportionate share of the statewide revenue limit amount. The State of California will make a corresponding reduction to Alameda Unified's Local Control Funding (LCFF) entitlement. Alameda Unified will receive quarterly EPA payments during the 2025-2026 Fiscal Year.

Proposition 55 provides that all K-14 local agencies have the sole authority to determine how the EPA funds are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
- Refer to the attached list of functions for which EPA funds may be used.
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Alameda Unified School District estimated 2025-2026 EPA Entitlement

\$1,760,948

It is proposed that EPA funds be used to cover salary and benefit costs of non-administrative certificated staff.

2025-26 Education Protection Account			
Expenditures by Function			
Description	Function	25-26 Budget	Projected Total for the year
Ed Protection A/C Revenue (EPA - Prop 30 Nov 2012)		\$1,760,948	\$1,760,948
Instruction - Teacher's Salaries	1000	1,405,610	
Instruction - State Teachers' Retirement System, certificated	1000	268,470	
Instruction - Medicare, certificated	1000	20,382	
Instruction - Health & Welfare Benefits, certificated	1000	0	
Instruction - State Unemployment Insurance, certificated	1000	703	
Instruction - Worker's Compensation Insurance, certificated	1000	44,277	
Instruction - Other Post-Employment Benefits	1000	21,506	
Total Expenditures		\$1,760,948	\$1,760,948

Excerpt of Frequently Asked Questions from the California Department of Education's website (<http://www.cde.ca.gov/fg/ac/ac/sacsfaq.asp>):

11. Specifically, for what types of activities may EPA funds be used?

Except as provided below for COEs, the following tables of SACS functions show the activities for which EPA funds may and may not be used:

1000–1999 INSTRUCTION

SACS Function	Chargeable to EPA?
1000 Instruction	Yes
1110 Special Education: Separate Classes	Yes
1120 Special Education: Resource Specialist Instruction	Yes
1130 Special Education: Supplemental Aids and Services in Regular Classrooms	Yes
1180 Special Education: Nonpublic Agencies/Schools	Yes
1190 Special Education: Other Specialized Instructional Services	Yes

12.

2000–2999 INSTRUCTION-RELATED SERVICES

SACS Function	Chargeable to EPA?
2100 Instructional Supervision and Administration	No
2110 Instructional Supervision (optional)	No
2120 Instructional Research (optional)	No
2130 Curriculum Development (optional)	No
2140 In-house Instructional Staff Development (optional)	No
2150 Instructional Administration of Special Projects (optional)	No
2200 Administrative Unit (AU) of a Multidistrict SELPA	No
2420 Instructional Library, Media, and Technology	Yes
2490 Other Instructional Resources	Yes
2495 Parent Participation (optional)	Yes
2700 School Administration	No

13.

3000–3999 PUPIL SERVICES

SACS Function	Chargeable to EPA?
3110 Guidance and Counseling Services	Yes
3120 Psychological Services	Yes
3130 Attendance and Social Work Services	Yes
3140 Health Services	Yes
3150 Speech Pathology and Audiology Services	Yes

3160	Pupil Testing Services	Yes
3600	Pupil Transportation	Yes
3700	Food Services	Yes
3900	Other Pupil Services	Yes

14.
4000–4999 ANCILLARY SERVICES

SACS Function		Chargeable to EPA?
4000	Ancillary Services	Yes
4100	School-Sponsored Co-curricular (optional)	Yes
4200	School-Sponsored Athletics (optional)	Yes
4900	Other Ancillary Services (optional)	Yes

15.
5000–5999 COMMUNITY SERVICES

SACS Function		Chargeable to EPA?
5000	Community Services	Yes
5100	Community Recreation (optional)	Yes
5400	Civic Services (optional)	Yes
5900	Other Community Services (optional)	Yes

16.
6000–6999 ENTERPRISE

SACS Function		Chargeable to EPA?
6000	Enterprise	No

17.
7000–7999 GENERAL ADMINISTRATION

SACS Function		Chargeable to EPA?
7100	Board and Superintendent	No
7110	Board	No
7120	Staff Relations and Negotiations (optional)	No
7150	Superintendent (optional)	No
7180	Public Information (optional)	No
7190	External Financial Audit—Single Audit	No
7191	External Financial Audit—Other	No
7200	Other General Administration	No
7210	Indirect Cost Transfers	No
7300	Fiscal Services (optional)	No

7310	Budgeting (optional)	No
7320	Accounts Receivable (optional)	No
7330	Accounts Payable (optional)	No
7340	Payroll (optional)	No
7350	Financial Accounting (optional)	No
7360	Project-Specific Accounting (optional)	No
7370	Internal Auditing (optional)	No
7380	Property Accounting (optional)	No
7390	Other Fiscal Services (optional)	No
7400	Personnel/Human Resources Services (optional)	No
7410	Staff Development (optional)	No
7430	Credentials (optional)	No
7490	Other Personnel/Human Resources Services (optional)	No
7500	Central Support (optional)	No
7510	Planning, Research, Development, and Evaluation (optional)	No
7530	Purchasing (optional)	No
7540	Warehousing and Distribution (optional)	No
7550	Printing, Publishing, and Duplicating (optional)	No
7600	All Other General Administration (optional)	No
7700	Centralized Data Processing	No

18.

8000–8999 PLANT SERVICES

SACS Function		Chargeable to EPA?
8100	Plant Maintenance and Operations	Yes
8110	Maintenance (optional)	Yes
8200	Operations (optional)	Yes
8300	Security (optional)	Yes
8400	Other Plant Maintenance and Operations (optional)	Yes
8500	Facilities Acquisition and Construction	Yes
8700	Facilities Rents and Leases	Yes

19.

9000–9999 OTHER OUTGO

SACS Function		Chargeable to EPA?
9100	Debt Service	Yes
9200	Transfers Between Agencies	Yes

2025-2026 Education Protection Account (EPA) Spending Plan

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). Alameda Unified School District will receive funds from the EPA based on the District's proportionate share of the statewide revenue limit amount. The State of California will make a corresponding reduction to Alameda Unified's Local Control Funding (LCFF) entitlement. Alameda Unified will receive quarterly EPA payments during the 2025-2026 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the EPA funds are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
- Refer to the attached list of functions for which EPA funds may be used.
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Alameda Unified School District estimated 2025-2026 EPA Entitlement

\$1,760,948

It is proposed that EPA funds be used to cover salary and benefit costs of non-administrative certificated staff.

2025-26 Education Protection Account			
Expenditures by Function			
Description	Function	25-26 Budget	Projected Total for the year
Ed Protection A/C Revenue (EPA - Prop 30 Nov 2012)		\$1,760,948	\$1,760,948
Instruction - Teacher's Salaries	1000	1,405,610	
Instruction - State Teachers' Retirement System, certificated	1000	268,470	
Instruction - Medicare, certificated	1000	20,382	
Instruction - Health & Welfare Benefits, certificated	1000	0	
Instruction - State Unemployment Insurance, certificated	1000	703	
Instruction - Worker's Compensation Insurance, certificated	1000	44,277	
Instruction - Other Post-Employment Benefits	1000	21,506	
Total Expenditures		\$1,760,948	\$1,760,948

Excerpt of Frequently Asked Questions from the California Department of Education's website (<http://www.cde.ca.gov/fg/ac/ac/sacsfaq.asp>):

11. Specifically, for what types of activities may EPA funds be used?

Except as provided below for COEs, the following tables of SACS functions show the activities for which EPA funds may and may not be used:

1000–1999 INSTRUCTION

SACS Function	Chargeable to EPA?
1000 Instruction	Yes
1110 Special Education: Separate Classes	Yes
1120 Special Education: Resource Specialist Instruction	Yes
1130 Special Education: Supplemental Aids and Services in Regular Classrooms	Yes
1180 Special Education: Nonpublic Agencies/Schools	Yes
1190 Special Education: Other Specialized Instructional Services	Yes

12.

2000–2999 INSTRUCTION-RELATED SERVICES

SACS Function	Chargeable to EPA?
2100 Instructional Supervision and Administration	No
2110 Instructional Supervision (optional)	No
2120 Instructional Research (optional)	No
2130 Curriculum Development (optional)	No
2140 In-house Instructional Staff Development (optional)	No
2150 Instructional Administration of Special Projects (optional)	No
2200 Administrative Unit (AU) of a Multidistrict SELPA	No
2420 Instructional Library, Media, and Technology	Yes
2490 Other Instructional Resources	Yes
2495 Parent Participation (optional)	Yes
2700 School Administration	No

13.

3000–3999 PUPIL SERVICES

SACS Function	Chargeable to EPA?
3110 Guidance and Counseling Services	Yes
3120 Psychological Services	Yes
3130 Attendance and Social Work Services	Yes
3140 Health Services	Yes
3150 Speech Pathology and Audiology Services	Yes

3160	Pupil Testing Services	Yes
3600	Pupil Transportation	Yes
3700	Food Services	Yes
3900	Other Pupil Services	Yes

14.
4000–4999 ANCILLARY SERVICES

SACS Function		Chargeable to EPA?
4000	Ancillary Services	Yes
4100	School-Sponsored Co-curricular (optional)	Yes
4200	School-Sponsored Athletics (optional)	Yes
4900	Other Ancillary Services (optional)	Yes

15.
5000–5999 COMMUNITY SERVICES

SACS Function		Chargeable to EPA?
5000	Community Services	Yes
5100	Community Recreation (optional)	Yes
5400	Civic Services (optional)	Yes
5900	Other Community Services (optional)	Yes

16.
6000–6999 ENTERPRISE

SACS Function		Chargeable to EPA?
6000	Enterprise	No

17.
7000–7999 GENERAL ADMINISTRATION

SACS Function		Chargeable to EPA?
7100	Board and Superintendent	No
7110	Board	No
7120	Staff Relations and Negotiations (optional)	No
7150	Superintendent (optional)	No
7180	Public Information (optional)	No
7190	External Financial Audit—Single Audit	No
7191	External Financial Audit—Other	No
7200	Other General Administration	No
7210	Indirect Cost Transfers	No
7300	Fiscal Services (optional)	No

7310	Budgeting (optional)	No
7320	Accounts Receivable (optional)	No
7330	Accounts Payable (optional)	No
7340	Payroll (optional)	No
7350	Financial Accounting (optional)	No
7360	Project-Specific Accounting (optional)	No
7370	Internal Auditing (optional)	No
7380	Property Accounting (optional)	No
7390	Other Fiscal Services (optional)	No
7400	Personnel/Human Resources Services (optional)	No
7410	Staff Development (optional)	No
7430	Credentials (optional)	No
7490	Other Personnel/Human Resources Services (optional)	No
7500	Central Support (optional)	No
7510	Planning, Research, Development, and Evaluation (optional)	No
7530	Purchasing (optional)	No
7540	Warehousing and Distribution (optional)	No
7550	Printing, Publishing, and Duplicating (optional)	No
7600	All Other General Administration (optional)	No
7700	Centralized Data Processing	No

18.

8000–8999 PLANT SERVICES

SACS Function		Chargeable to EPA?
8100	Plant Maintenance and Operations	Yes
8110	Maintenance (optional)	Yes
8200	Operations (optional)	Yes
8300	Security (optional)	Yes
8400	Other Plant Maintenance and Operations (optional)	Yes
8500	Facilities Acquisition and Construction	Yes
8700	Facilities Rents and Leases	Yes

19.

9000–9999 OTHER OUTGO

SACS Function		Chargeable to EPA?
9100	Debt Service	Yes
9200	Transfers Between Agencies	Yes

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Alameda Family Services Contracts for Fiscal Year 2025-2026 (5 Mins/Action)

Item Type: Action

Background: Alameda Family Services (AFS) is a community-based organization offering mental health services and works under contract with the Alameda Unified School District to provide various student support programs.

Board Clerk Heather Little is employed by AFS in a personal capacity. While she has no direct interest in the outcome of the contracts up for approval, and in the interest of transparency, these items have been moved from the consent calendar to general business. Clerk Little will recuse herself from discussion and voting by leaving the dais prior to the item.

- 1.(Fund 01, Restricted Resource 6546) Professional Services Agreement for Educationally Related Mental Health Services for a proposed budget of \$442,727.00 prior to any reductions from eligible Medi-Cal billing.
2. (Fund 01, Restricted Resource 9203) Professional Services Agreement for a full-time therapist to provide services at the School Based Health Centers for a total fee of \$115,000.00 (SBHIP Grant funded)
3. (Fund 01, Restricted Resources 0002 and 9019) Memorandum of Understanding for the School Based Counseling Program for an annual fee of \$640,000.00.
4. (Fund 13) Childcare Center Food Services Agreement for breakfast \$3.50, lunch at \$4.25 and snack at \$2.50.
5. (No cost) Memorandum of Understanding for School Based Health Centers from July 1, 2025 through June 30, 2028.
6. (No cost) Joint Use/Operating Agreement for AFS Head Start Program from July 1, 2025 through June 30, 2028.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By:

Shariq Khan and Kirsten Zazo, Assistant Superintendent

ATTACHMENTS:

Description	Upload Date	Type
☐ PSA - ERMHS	6/16/2025	Backup Material
☐ PSA - SBHIP Therapist	6/16/2025	Backup Material
☐ MOU - School Based Counseling	6/16/2025	Backup Material
☐ Food Services Agreement	6/16/2025	Backup Material
☐ MOU - School Based Health Centers	6/16/2025	Backup Material
☐ JUA - Head start	6/16/2025	Backup Material

Memorandum of Understand between Alameda Unified School District
and Alameda Family Services
School Based Counseling Program

THE AGREEMENT made and entered into this ____ day of ____ 2025, between the Alameda Unified School District, Alameda County, California (“District”), and Alameda Family Services (“Contractor”) (“Agreement”). District and Contractor are referred to collectively as “Parties,” and each a “Party.”

RECITALS

WHEREAS, Government Code section 53060 authorizes the District to contract with independent entities for the furnishing of special and professional services and advice, if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed, experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to the District's satisfaction, and in accordance with this Agreement.

The District and the Contractor, hereinafter named, agree as follows:

1. **ARTICLE 1. THE WORK**

- a. Contractor will design, develop and deliver comprehensive, integrated, school-based counseling services for the 2025-2026 academic school year for students in grades TK-12. In the model, staff therapists (registered or licensed with Board of Behavioral Sciences) and internship trainees (graduate students actively enrolled in a counseling program) will be expected to deliver individual and group counseling services, collaborate with school personnel to coordinate services and share progress of the students on their caseload, keep clinical counseling records, develop treatment plans, communicate with parents about the progress of their student, consult with school staff and provide training/consultation around school-wide and classroom-wide trauma- informed culture, and ensure the social- emotional well-being of the students on their caseload (collectively, the “Services”). All unlicensed staff are provided supervision by a licensed clinical supervisor.
- b. The term (“Term”) of this Agreement and the Parties’ obligations hereunder shall commence on July 1, 2025 (“Commencement Date”), and shall continue thereafter for a period of one (1) year, unless this Agreement is earlier terminated pursuant to the terms and conditions under this Agreement. District shall have the option to extend the Agreement for additional one (1) year periods.

Notwithstanding anything to the contrary, the Term of this Agreement shall in no event exceed three (3) years after the Commencement Date.

- c. All District schools that serve grade levels TK-12 shall receive the Services. Locations may change as areas of need are identified.

2. ARTICLE 2. PERFORMANCE OF SERVICES/STANDARD OF CARE

- a. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.
- b. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- c. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
- d. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.
- e. Contractor and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
- f. The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

3. ARTICLE 3. PAYMENT

- a. Utilizing the School Linked California Statewide Multi-Payer Fee Schedule Claiming Services outlined in Welfare & Institutions Code 5961.4 of the Children's Youth Behavioral Health Initiative (CYBHI) Act, Contractor shall be designated as a District CBO provider, and directly bill for all eligible mental health services into the District's contracted electronic health record (EHR) billing system. Revenue generated through this system is District revenue only.

- b. In consideration of and contingent upon the direct billing on the District's behalf, Contractor shall provide all services as described in Article 1 for an annual fee of \$640,000.00 paid in monthly installments.
 - c. Invoices shall include but not be limited to: Contractor name, Contractor address, invoice date, invoice sequence number, purchase order number, name of service recipient, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
 - d. Contractor understand and acknowledges that changes in federal or state legislation or policies, or district policies, may impact availability of funding for these services.
- 4. ARTICLE 4: DISTRICT RESPONSIBILITIES FOR ELECTRONIC HEALTH REPORTING REQUIREMENTS OF CONTRACTOR
 - a. Contractor shall be provided with training and development by the contracted EHR provider on the systems use, and will additionally be provided with support from the District.
- 5. ARTICLE 5. MATERIALS
 - a. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 6. ARTICLE 6. INDEPENDENT CONTRACTOR
 - a. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers 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.
 - b. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the Services herein contemplated, Contractor shall have the sole authority for controlling and directing the performance of the details of the work.
 - c. Contractor shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.
- 7. ARTICLE 7. COMPLIANCE WITH LAWS

- a. Contractor shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations.
- b. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

8. ARTICLE 8. SAFETY AND SECURITY

- a. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

9. ARTICLE 9. DISPUTES

- a. In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation.
- b. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- c. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District

shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

10. ARTICLE 10. ASSIGNMENT

- a. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations hereunder. District may at any time assign or transfer any or all of its rights or obligations under this Agreement without Contractor's consent.

11. ARTICLE 11. DEFAULT

- a. The occurrence of any of the following constitutes a Default by Contractor under this Agreement:
 - i. Contractor violates this Agreement and fails to remedy or cure such violation within ten (10) days after District's written notice thereof;
 - ii. Contractor exposes the District to liability to others for personal injury or property damage;
 - iii. Contractor becomes insolvent or admits its inability to pay its debts generally as they become due;
 - iv. Contractor becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) days after filing;
 - v. Contractor is dissolved or liquidated or takes any corporate action for such purposes;
 - vi. Contractor makes a general assignment for the benefit of creditors;
 - vii. Contractor has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
 - viii. Contractor becomes incapable to perform any of the Services.

12. ARTICLE 12. REMEDY

- a. If the Contractor violates any provision of this Agreement, District shall, in addition to any damages to which it is entitled, be entitled to seek immediate

injunctive relief against the Contractor prohibiting further actions inconsistent with the Contractor's obligations under this Agreement.

- b. In the event Contractor fails to satisfactorily perform any of the Services on a timely basis, District shall have the right, without prejudice to any other rights or remedies it may have under this Agreement, to take one or more of the following steps:
 - i. To the extent District must seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the Contractor shall fully reimburse and pay District for any and all costs and expense which District incurs in enforcing the terms of this Agreement, including, but not limited to, attorneys' fees and collection expenses, regardless of whether legal proceedings are or have been commenced to enforce said terms. This reimbursement and payment shall be due and payable within thirty (30) days of written notice to Contractor of the amounts so due. Failure to make these reimbursements and payments within thirty (30) days of written notice will constitute an additional Default of this Agreement.
 - ii. All rights and remedies provided to District in this Agreement are cumulative and not exclusive, and the exercise by District of any right or remedy does not preclude the exercise of any other rights or remedies that may now or then be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

13. ARTICLE 13. OPTION TO TERMINATE CONTRACT WITH CAUSE

- a. In the event of any Default, in addition to any other remedy available to District, District, in its sole discretion, may terminate this Agreement, effective upon written notice to the Contractor. Such a termination shall not waive any other legal remedies available to District.
- b. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate.
- c. In the event of this termination, District may secure the required Services from another contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs.
- d. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. ARTICLE 14. OPTION TO TERMINATE CONTRACT FOR CONVENIENCE

- a. District, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, with or without reason, and without liability except only for required payment for Services satisfactorily rendered to the date of termination, by providing thirty (30) days prior written notice to Contractor.
- b. Contractor shall cease further performance of any Services upon the delivery of such notice from the District.
- c. Notice shall be deemed given when received by the Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

15. ARTICLE 15. OPTION TO TERMINATE FOR NECESSITY

- a. Contractor understands and acknowledges that changes in federal or state legislation, regulations, or policies, as well as changes in district policies or budget priorities, may impact the availability of funding or the district's ability to continue this agreement. As such, the district reserves the right to modify or terminate this contract at any time, without penalty or further obligation, upon thirty (30) day written notice to the Contractor.

16. ARTICLE 16. FORCE MAJEURE

- a. The Contractor will only be excused from performance hereunder during the time and to the extent that Contractor is prevented from obtaining or performing required services by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties by when satisfactory evidence thereof is presented to the demonstrating that the nonperformance is not due to the fault of negligence of Contractor and was beyond the Contractor's control.
- b. A Contractor seeking an extension of time as a result of acts beyond the Contractors control must present the request for an extension of time to the District within fifteen (15) calendar days of the commencement of the act causing the delay.
- c. A Contractor's failure to provide written notice of a request for an extension of time may result in denial of the request.

17. ARTICLE 17. INDEMNIFICATION

- a. To the fullest extent permitted by applicable federal, state and local laws, the Contractor shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Contractor's employees arising out of this Agreement; (b) injury or death of

persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Contractor, its consultants or the employees, agents and representatives of the Contractor or any of its consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorney's fees and costs incurred by the District and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable statute of limitations.

- b. To the fullest extent permitted by applicable federal, state and local laws, the District shall indemnify, defend and hold harmless the Contractor and its employees, officers, Board of Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of the District's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Contractor, its consultants or the employees, agents and representatives of the District or any of its consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorney's fees and costs incurred by the Contractor and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable statute of limitations.

18. ARTICLE 18. INSURANCE

- a. Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this agreement the policies of insurance hereinafter described. Evidence of coverage shall be filed with the District prior to the commencement of work under this agreement and no later than ten (10) calendar days from the Notice of Award date. Notification by the carrier to the District at least thirty (30) calendar days prior to cancellation, failure to renew, or other termination, is required.
- b. **General liability insurance ("Liability Insurance")** against liability for bodily injury, including corporal punishment, death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) per occurrence for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000) from the aggregate of all occurrences within each policy year. Alameda Unified School District shall be named as additional insured on the policies by separate endorsements that shall be attached to the contract as proof of insurance.

- c. **Worker's compensation insurance and Employers Liability coverage** providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the work as required by Labor Code Section 3200 et. seq. will become part of the contract. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- d. **Automobile Liability**, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.
- e. **Sexual Abuse/Molestation coverage** in the amount of at least One Million Dollars (\$1,000,000) for each occurrence.
- f. All insurance shall be placed with insurers that are reasonably acceptable to the District and with an A.M. Best's rating of not less than A- (Excellent). All such insurers shall be licensed/approved to do business in California. Insurance afforded under the contractor's policy is primary and any insurance maintained by the District shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this contract. Contractor will, at his own expense, maintain coverage in conformance with above requirements.

2. **ARTICLE 19. MISCELLANEOUS PROVISIONS**

- a. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- b. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- c. **Amendments.** This Agreement may be amended or modified only by a written instrument executed by both Parties and approved by the District's governing board.
- d. **Anti-Discrimination.** It is the policy of the Alameda Unified School District's Board of Education that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In the event of the Contractor's noncompliance with the provisions of this Article or with any other pertinent law or regulation pertaining to non-discrimination in employment, this contract may be cancelled, terminated or suspended in whole or in part.
- e. **Districts Right to Contract with Others.** The Services defined in this Agreement and required during the Term shall be ordered and purchased from one

contractor. Further, the Contractor agrees to the District's right to acquire from other sources during the life of the Agreement such services as may be required for special programs or other emergencies.

- f. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- g. **Governing Law and Venue.** In the event of litigation, all matters related to Agreement and performance of the Agreement shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate State or federal court located in Alameda County.
- h. **Relations with the Public.** The Contractor will cooperate to the fullest extent possible, utilizing all measures within its means in maintaining an image commensurate with the goals and intent of the District. The District reserves the right to have Contractor's employees who do not meet these goals removed from service under this Agreement.
- i. **Labor Disputes.** If applicable, whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the complete and timely performance of this Agreement, Contractor shall immediately notify the District in writing. This written notice shall contain all relevant information with respect to the labor dispute. In addition, upon request, the Contractor shall provide the District with any additional information concerning the labor dispute deemed relevant by the District.
- j. **Report on Status.** Within fifteen (15) days following award of the Agreement, and at least one hundred twenty (120) days prior to the opening of school during each subsequent school year of the contract, Contractor shall provide the District with a complete report on the current status of Contractor's employer/employee relations. If Contractor is a party to a collective bargaining agreement, Contractor shall indicate the name of the labor organization which represents Contractor's employees, the date of contract expiration, procedures for resolving grievances and labor disputes, and all other pertinent information on the status of the Contractor's employer/employee relations which might have a material bearing on Contractor's ability to perform the contract in a timely and complete manner.
- k. **Collective Bargaining Agreement.**
 - i. If collective bargaining agreement is in force, Contractor shall ensure that the District receives a copy of the current collective bargaining agreement as that agreement may be revised from time to time.
 - ii. If a collective bargaining agreement is not in force, the Contractor shall provide information relating to its current negotiations with its employees,

the status of its employer/employee relations, the nature of any pending labor disputes, and the likelihood of resolving any labor disputes prior to the opening of school.

- iii. If, within one hundred twenty (120) days prior to the opening of school, a contract dispute between Contractor and its employees has not been resolved, Contractor shall secure the appointment of a mediator. The individual appointed as a mediator shall be subject to District approval. The mediator shall meet forthwith with the disputing parties or their representatives and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. Not later than fifteen (15) days following appointment of the mediator, the mediator shall provide the District with a written report of his/her evaluation of the labor dispute, the mediator's recommendations for settlement, and a candid appraisal of the good faith efforts of the Contractor to settle the dispute. If the mediator finds that the Contractor has failed to negotiate in good faith or has failed to make every good faith effort to resolve the dispute, any delay or inability of the Contractor to meet the conditions of the Agreement shall be deemed to be the fault of the Contractor and the provisions of this contract relating to damages for failure to provide Services shall apply. If however, in the mediator's opinion, the Contractor is making a good faith effort to resolve the dispute and reach agreement, the delay shall be deemed a condition beyond the control of the Contractor and provisions of the Agreement relating to damages for failure to provide Services shall not apply. However, irrespective of whether the Contractor is negotiating in good faith during the period of any labor dispute, fifty percent (50%) of the compensation due the Contractor for Services rendered shall be withheld by the District. All funds withheld as a result of labor dispute beyond the Contractor's control shall then be paid to the Contractor within ten (10) days following final resolution of the dispute.
- l. **The Essence of Performance.** The District shall hold the Contractor responsible for any damage which may be sustained because of failure or neglect of the Contractor to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be the essence of the Contractor's performance.
- m. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- n. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

ALAMEDA UNIFIED SCHOOL DISTRICT
2060 Challenger Drive
Alameda, CA 94501
Attention: Danielle Krueger

Alameda Family Services

- o. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- p. **Contractor Compliance.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement. Contractor must certify compliance with the following:
 - i. Child Abuse and Neglect Reporting Act guidelines for Mandated Reporters as required by California Penal Code § 11164 – 11174.
 - ii. Fingerprinting and background checks for all employees, contractors, agents and volunteers before they have contact with any District students (Education Code § 45125.1(e)).
 - iii. Have on file negative TB risk assessment documentation for all employees, contractors, agents and volunteers who have contact with District students.
 - iv. The cost of fingerprinting and health screening is the responsibility of the Contractor.
- q. **Excluded Parties Certification.** The District and Contractor certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.
<https://sam.gov/content/exclusions>
- r. **Custodian of Records and Confidentiality.** Contractor will be the custodian of confidential counseling records while following all HIPAA guidelines and FERPA, COPPA, PPRA and AB 1584 guidelines when necessary. Clinician records are kept with Contractor or on a District site in a separate, locked and secure storage file and are designated as highly sensitive and privileged confidential records, and Contractor takes full responsibility for these records as

these are not part of the student school record. The Contractor and all Contractor's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- s. **Site Access/Security.** While providing Services as set forth in this Agreement, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the Contractor, the Contractor acknowledges and agrees to the responsibility of securely maintaining said keys. The Contractors' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the Contractor must report the incident to the District in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with the District terminate or expire, all individuals must return all keys to the original issuer on their final day. The Contractor assumes all liability for re-keying costs at any District site associated with the use, loss, or failure to return District keys, including the potential of reduced or withheld invoice payments if necessary.

We, the undersigned, agree to the above terms and conditions and are duly authorized to sign on behalf of our organizations.

ALAMEDA FAMILY SERVICES

ALAMEDA UNIFIED SCHOOL DISTRICT

By: <u>Katherine Schwartz</u> Signature Katherine Schwartz, Executive Director Name, Title 6/4/2025 Date	By: _____ Signature _____ Name, Title _____ Date
---	---