State Allocation Board Meeting Notice and Agenda

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Rebecca Kirk, Executive Officer
Office of Public School Construction
707 3rd Street, 3rd Floor
West Sacramento, CA 95605

Hybrid Public Meeting
Tuesday, August 19, 2025
East End Complex
1500 Capitol Avenue, Auditorium*
Sacramento, CA 95814
4:00 p.m.*

The upcoming meeting of the State Allocation Board will be in person and also conducted by way of Zoom meeting. This is consistent with Senate Bill 544 (Chapter 216, Statutes of 2023). The physical, publicly accessible in person location from which members of the public may observe and offer public comment is reflected above.

Interested persons may observe the meeting by going to Zoom Meeting at:

Join from a PC, Mac, iPad, iPhone or Android device:
https://us06web.zoom.us/j/84541800046?pwd=bQ3Mcq2gdnn1nx8Y47MqKXaFC71jyC.1
Passcode: 219732

Or Telephone:
Dial:
USA 213 787 0529 US Toll
USA 888 808 6929 US Toll-free
Conference code: 991990

The Board will meet in Closed Session pursuant to Government Code Section 11126(e)(2)(A).

General Information
(916) 376-1771

For further information, please contact your Project Manager.

*Meeting location and time subject to change.

Individuals who need auxiliary aids for effective participation are invited to make their requests and preferences known to Ms. Lisa Jones at (916) 376-1771 or OPSCCommunications@dgs.ca.gov five days prior to the meeting.

A copy of the 10-Day Meeting Notice can be found on OPSC's website.

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CLOSED SESSION

Pursuant to Government Code Section 11126(e)(2)(A), the State Allocation Board will meet in Closed Session regarding two pending litigation cases:

1. The case entitled *California School Finance Authority, A California State Agency, et al. v. Today's Fresh Start, Inc., A California Non-Profit Benefit Corporation, et al*., Los Angeles County Superior Court, Case No. 23STCP03750;
and
2. The case entitled *California School Finance Authority, A California State Agency, et al. V. Los Angeles Unified School District, et al*., Los Angeles County Superior Court, Case No. 23STCP03720.

SUBJECT	PRESENTER	PAGE
Call Meeting to Order	Chair	
Roll Call	Secretary	
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* Unfunded Approval

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Resolution	68
Amended Advance Design Approvals	69 – 70
Requests for Extension to Fund Release Deadline	71 – 81
FINANCIAL REPORTS	82 – 98
ACTION ITEMS	
ADDITIONAL GRANT FOR GENERAL SITE DEVELOPMENT	99 – 102
To seek approval from the State Allocation Board to extend the General Site Development grant for five years.	
CORRECTIONS TO EMERGENCY REGULATORY AMENDMENTS FOR THE SCHOOL FACILITY PROGRAM	103 – 180
To present the State Allocation Board with corrections to the proposed regulatory amendments (referred to as Attachment B) that were approved by the Board at its June 25, 2025 meeting.	
PROPOSED EMERGENCY REGULATORY AMENDMENTS FOR THE SCHOOL FACILITY PROGRAM	181 – 389a
To present proposed emergency regulations to the State Allocation Board that implement the Natural Disaster Assistance provisions of Proposition 2 in the School Facility Program.	

* Unfunded Approval

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SUBJECT		PAGE
APPEAL ITEMS		
LOS ANGELES UNIFIED/LOS ANGELES 51/64733-47-001	51/64733-05-004 AND	390 – 480
To present the District's request for Interim Housing assistance following a natural disaster under authority provided by Assembly Bill 247, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), Education Code Section 17075.20.		
NATOMAS UNIFIED/SACRAMENTO	57/75283-00-009	481 – 603
To present the District's request for exclusion of nine portable classrooms from its districtwide classroom inventory that were leased for purposes of interim housing beyond the timeframe allowed in School Facility Program regulations.		
PIONEER UNION ELEMENTARY/BUTTE	51/73379-00-002	604 – 835
To present the District's request for an expedited apportionment of natural disaster assistance funding to complete the remainder of the school to replace the school previously destroyed by the North Complex Fire. This request is presented under authority provided by Assembly Bill 247, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), Education Code Section 17075.20(e).		
REPORTS, DISCUSSION ITEMS, AND INFORMATION ITEMS		
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ANAHEIM UNION HIGH	ORANGE	SFP - Mod.	Consent* 27
BANTA UNIFIED	SAN JOAQUIN	SFP - New Constr.	Consent 15
BANTA UNIFIED	SAN JOAQUIN	SFP - New Constr.	Consent* 27
BEAUMONT UNIFIED	RIVERSIDE	SFP - New Constr.	Consent 15
BEAUMONT UNIFIED	RIVERSIDE	SFP - New Constr.	Consent* 27
BRIGGS ELEMENTARY	VENTURA	FDK - New Constr.	Consent 71
BUELLTON UNION ELEMENTARY	SANTA BARBARA	SFP - Mod.	Consent* 64
CALEXICO UNIFIED	IMPERIAL	FDK - New Constr.	Consent 69
CAPISTRANO UNIFIED	ORANGE	SFP - Mod.	Consent* 27
CENTER JOINT UNIFIED	SACRAMENTO	SFP - New Constr.	Consent 15
CENTER JOINT UNIFIED	SACRAMENTO	SFP - New Constr.	Consent* 27
COLTON JOINT UNIFIED	SAN BERNARDINO	SFP - Mod.	Consent 15
DEL MAR UNION	SAN DIEGO	SFP - New Constr.	Consent 15
DESERT SANDS UNIFIED	RIVERSIDE	SFP - Mod.	Consent* 27
DUNSMUIR JOINT UNION HIGH	SISKIYOU	SFP - New Constr.	Consent* 62
EDISON ELEMENTARY	KERN	SFP - New Constr.	Consent 15
EUREKA CITY SCHOOLS	HUMBOLDT	FDK - New Constr.	Consent 71
FIREBAUGH-LAS DELTAS UNIFIED	FRESNO	SFP - Mod.	Consent 15
FIREBAUGH-LAS DELTAS UNIFIED	FRESNO	SFP - Mod.	Consent* 27
FOLSOM-CORDOVA UNIFIED	SACRAMENTO	SFP - Mod.	Consent* 27
FOLSOM-CORDOVA UNIFIED	SACRAMENTO	SFP - Mod.	Consent 13
FRESNO UNIFIED	FRESNO	SFP - Mod.	Consent* 27
FRESNO UNIFIED	FRESNO	SFP - Mod.	Consent 15
GARFIELD ELEMENTARY	HUMBOLDT	SFP - New Constr.	Consent 65
GARFIELD ELEMENTARY	HUMBOLDT	FDK - New Constr.	Consent 71
GREENFIELD UNION	KERN	SFP - New Constr.	Consent 15
GREENFIELD UNION	KERN	SFP - Mod.	Consent* 27
GREENFIELD UNION	KERN	SFP - Mod.	Consent 15
HANFORD ELEMENTARY	KINGS	SFP - Mod.	Consent* 27
KONOCTI UNIFIED	LAKE	SFP - New Constr.	Consent* 63
LA CANADA UNIFIED	LOS ANGELES	SFP - Mod.	Consent* 27
LA CANADA UNIFIED	LOS ANGELES	SFP - Mod.	Consent 15
LOS ANGELES UNIFIED	LOS ANGELES	SFP - Mod.	Consent 15
LOS ANGELES UNIFIED	LOS ANGELES	SFP - Mod.	Consent* 27

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LOS ANGELES UNIFIED	LOS ANGELES	SFP - New Constr.	Consent 15
MOUNTAIN EMPIRE UNIFIED	SAN DIEGO	SFP - Mod.	Consent 13
MOUNTAIN VIEW WHISMAN ELEMENTARY	SANTA CLARA	SFP - Mod.	Consent* 27
MOUNTAIN VIEW WHISMAN ELEMENTARY	SANTA CLARA	SFP - Mod.	Consent 15
MOUNTAIN VIEW-LOS ALTOS UNION HIGH	SANTA CLARA	SFP - Mod.	Consent* 27
NAPA VALLEY UNIFIED	NAPA	SFP - Mod.	Consent* 27
NORTH COW CREEK ELEMENTARY	SHASTA	SFP - Mod.	Consent 65
OAK RUN ELEMENTARY	SHASTA	SFP - Mod.	Consent 65
PALM SPRINGS UNIFIED	RIVERSIDE	SFP - Mod.	Consent* 61
PATTERSON JOINT UNIFIED	STANISLAUS	SFP - New Constr.	Consent* 27
PLUMAS ELEMENTARY	YUBA	SFP - New Constr.	Consent* 27
POMONA UNIFIED	LOS ANGELES	SFP - Mod.	Consent* 27
POMONA UNIFIED	LOS ANGELES	SFP - Mod.	Consent 15
SAN BENITO HIGH	SAN BENITO	SFP - New Constr.	Consent 15
SAN BENITO HIGH	SAN BENITO	SFP - New Constr.	Consent* 27
SAN JUAN UNIFIED	SACRAMENTO	SFP - Mod.	Consent 15
SAN JUAN UNIFIED	SACRAMENTO	SFP - Mod.	Consent* 27
SAN LORENZO UNIFIED	ALAMEDA	SFP - Mod.	Consent* 27
SAN LORENZO UNIFIED	ALAMEDA	SFP - Mod.	Consent 15
SAN LORENZO UNIFIED	ALAMEDA	FDK - New Constr.	Consent 71
SAN MATEO UNION HIGH	SAN MATEO	SFP - Mod.	Consent 15
SAN RAMON VALLEY UNIFIED	CONTRA COSTA	SFP - Mod.	Consent 15
SAN RAMON VALLEY UNIFIED	CONTRA COSTA	SFP - Mod.	Consent* 27
SANTA CLARA UNIFIED	SANTA CLARA	SFP - New Constr.	Consent 15
TEMECULA VALLEY UNIFIED	RIVERSIDE	SFP - Mod.	Consent 13
TEMECULA VALLEY UNIFIED	RIVERSIDE	SFP - Mod.	Consent 15
TEMECULA VALLEY UNIFIED	RIVERSIDE	SFP - Mod.	Consent* 27
TWIN RIVERS UNIFIED	SACRAMENTO	FDK - New Constr.	Consent 70
WATERFORD UNIFIED	STANISLAUS	SFP - Mod.	Consent* 27

* Unfunded Approval

OPSC PROGRAM CODES

SCHOOL FACILITY PROGRAM (SFP)

50 – NEW CONSTRUCTION
51 – FACILITY HARDSHIP NEW CONSTRUCTION
52 – SFP JOINT-USE
53 – CRITICALLY OVERCROWDED SCHOOLS
54 – CHARTER SCHOOL FACILITIES PROGRAM
55 – CAREER TECH NEW CONSTRUCTION
56 – OVERCROWDING RELIEF GRANT PROGRAM
57 – MODERNIZATION
58 – FACILITY HARDSHIP MODERNIZATION
59 – CAREER TECH MODERNIZATION

OTHER PROGRAMS

25 – STATE RELOCATABLE CLASSROOM PROGRAM
34 – AIR CONDITIONING AND/OR INSULATION PROGRAM
40 – DEFERRED MAINTENANCE PROGRAM
61 – EMERGENCY REPAIR PROGRAM
64 -- MISCELLANEOUS LEGISLATION
70 – CALIFORNIA PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM NEW CONSTRUCTION
71 – CALIFORNIA PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM RETROFIT

Minutes

MINUTES

State Allocation Board
June 25, 2025

Upon notice duly given, the meeting of the State Allocation Board (SAB) was held at the East End Complex, located at 1500 Capitol Avenue, in the Auditorium, in Sacramento, on June 25, 2025 at 4:00 p.m.

Ms. Michele Perrault, the SAB Chair, announced that this meeting was being held in person for anyone who would like to provide public comment in person. This meeting was also conducted by way of Zoom meeting for members of the public participating remotely. The meeting was physically webcast from the East End Complex, located at 1500 Capitol Avenue, in the Auditorium, in Sacramento.

Members of the SAB were present in order to establish a quorum for the meeting as follows:

- Michele Perrault, Chief Deputy Director, Policy, Department of Finance (DOF), designated representative for Joe Stephenshaw, Director, DOF
- Ana Lasso, Director, Department of General Services (DGS)
- Abel Guillen, Deputy Superintendent of Public Instruction, Operations and Administration Branch, California Department of Education (CDE), designated representative for Tony Thurmond, Superintendent of Public Instruction
- Senator Sasha Renee Perez (remote participation)
- Senator Steven Choi
- Assembly Member Al Muratsuchi (remote participation)
- Assembly Member Laurie Davies
- Assembly Member Sharon Quirk-Silva

Members of the SAB were absent as follows:

- Senator John Laird
- Jeremy Smith, Governor's appointee

Representative of the SAB/Office of Public School Construction (OPSC), was as follows:

- Rebecca Kirk, Executive Officer

Representatives of the DGS, OPSC, were as follows:

- Rebecca Kirk, Executive Officer
- Michael Watanabe, Deputy Executive Officer

Representative of the DGS, Office of Legal Services, was as follows:

- Ephraim Egan, Staff Counsel

With a quorum present, Ms. Perrault, Chair, called the meeting to order at 4:04 p.m.

PRIOR MINUTES

A motion was made, and seconded, to approve the May 28, 2025 meeting Minutes. The Chair called for a roll-call vote and the motion carried per the following votes:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Senator Laird				X
Senator Perez	X			
Senator Choi	X			
Assembly Member Muratsuchi	X			
Assembly Member Davies			X	
Assembly Member Quirk-Silva	X			
Abel Guillen			X	
Jeremy Smith				X
Ana Lasso	X			
Michele Perrault	X			
Total	6		2	2

Motion:

Carried _X_

Failed _____

EXECUTIVE OFFICER'S STATEMENT

The Executive Officer informed the SAB of the following:

Stakeholder Meetings

Since the May 28, 2025 SAB meeting, OPSC has held one stakeholder meeting focused on gathering input toward implementation of various provisions of Proposition 2.

On June 12, 2025, OPSC held its eleventh stakeholder meeting to discuss proposed regulatory amendments and considerations to implement the Interim Housing and Disaster Assistance provisions from Proposition 2.

At this meeting, 46 unique stakeholders joined on Zoom, and two stakeholders attended in-person at OPSC's office in West Sacramento.

Stakeholders may submit feedback on this topic to OPSCCommunications@dgs.ca.gov until the close of business on June 27, 2025 to have their input considered for subsequent stakeholder meetings on this topic.

Details of upcoming stakeholder meetings will continue to be announced in email blasts to school districts and stakeholders.

Consideration of Additional Time for Fund Release for Public Schools Located on Military Installations

The Office of Administrative Law (OAL) approved permanent regulatory amendments to the fund release timeline for public schools located on military installations, specifically School Facility Program (SFP) Regulation Section 1859.90, effective June 3, 2025. As previously announced, these regulatory amendments were previously approved on an emergency basis, effective November 1, 2024. The amendments to SFP Regulation Section 1859.90 authorize the SAB to provide an

EXECUTIVE OFFICER'S STATEMENT (cont.)

Consideration of Additional Time for Fund Release for Public Schools Located on Military Installations (cont.)

extended fund release deadline of up to 18 months for projects pertaining to a school facility on a military installation that is the recipient of a federal grant that requires a local matching share.

Emergency Regulatory Amendments for the SFP/Proposition 2 Implementation

The emergency regulations approved by the SAB in March 2025 were approved by the OAL on June 20, 2025, and became effective on that date. These regulations incorporate some of the provisions contained in Proposition 2 into the SFP, as follows, for applications received on or after October 31, 2024:

- The maximum level of total bonding capacity a school district can have to automatically qualify for financial hardship assistance increased from $5 million to $15 million;
- The timeframe for requiring revalidation of small school districts' new construction enrollment projections was extended from three years to five years;
- Amendments were added to determine modernization eligibility specifically for school facilities located on a military installation that are the recipient of a federal grant for facilities modernization that requires a local matching share; and
- A second *Grant Agreement [Proposition 2]* was incorporated by reference to reflect additional eligible expenditures added by Proposition 2.

Additionally, the proposed regulations include the addition of the SAB's longstanding policy and process authorizing bridge financing as a tool for interfund borrowing for school districts applying for Financial Hardship assistance.

Priority Funding Filing Round 29 Closed

The most recent Priority Funding filing period began on May 14, 2025 and closed on June 12, 2025. This filing period marked the first opportunity for applicants who have received an unfunded approval under Proposition 2 bond authority to request apportionments from an upcoming statewide general obligation bond sale.

During this period, OPSC received valid requests for 143 unique projects, totaling $651.7 million in State funding. These requests are valid from July 1, 2025 through December 31, 2025.

Requests were not submitted for four projects; however, all four are unfunded approvals for design funding for the Charter School Facilities Program (CSFP) that are not subject to rescission after two occurrences of non-participation in the priority funding process.

Charter School Facilities Program

As previously announced, the Proposition 2 filing round for the CSFP will open on July 3, with applications accepted via OPSC Online between July 3 and October 30, 2025. OPSC held a technical webinar for prospective applicants on June 24, 2025. That webinar, as well as the previous webinar with an overview of the CSFP, are available as recordings on OPSC's website.

EXECUTIVE OFFICER'S STATEMENT (cont.)

2025-26 Budget Updates

The State Budget Act for the 2025-26 fiscal year has not yet been enacted, but OPSC notes that the following proposals of interest to the SAB that were highlighted in previous meetings have not been changed in the most recently introduced Budget Bills:

- Redirection of $177.5 million in remaining General Fund money previously appropriated for School Facility Program projects back to the state's General Fund due to the state budget shortfall.
- Proposed trailer bill language that restores the SAB's authority to provide excessive cost hardship grants in SFP regulations, for applications submitted on or after October 31, 2024.
- Proposed funding and position authority for DGS to implement and administer Proposition 2, as well as to implement the State Auditor's recommendations to engage the stakeholder process to update the Facility Inspection Tool.

OPSC will include an update in the next Executive Officer's statement regarding the final outcome of these proposals.

Next Meeting

The next meeting originally planned for July 23, 2025, will be cancelled. The next meeting is scheduled for Tuesday, August 19, 2025. The time and location of the meeting will be determined and announced at a later date.

CONSENT ITEMS

A motion was made, and seconded, to approve the Consent calendar as presented. The Chair called for a roll-call vote and the motion carried per the following votes:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Senator Laird				X
Senator Perez	X			
Senator Choi	X			
Assembly Member Muratsuchi	X			
Assembly Member Davies	X			
Assembly Member Quirk-Silva	X			
Abel Guillen	X			
Jeremy Smith				X
Ana Lasso	X			
Michele Perrault	X			
Total	8			2

Motion:

Carried _X__

Failed ____

FINANCIAL REPORTS

The SAB accepted the Financial Reports as presented.

ACTION ITEMS

Proposed Emergency Regulatory Amendments for the SFP

A motion was made, and seconded, to approve staff's recommendations by: 1) adopting the proposed emergency amendments to the SFP regulations as shown on Attachment B; 2) adopting the proposed amendments to the Form SAB 50-04 as shown on Attachment C; 3) adopting the proposed *75 Years or Older Building Cost/Benefit Analysis* (Form SAB 57-75) as shown on Attachment D; and 4) authorizing the Executive Officer to file the proposed regulatory amendments with the Office of Administrative Law on an emergency basis and make the regulations permanent.

The Chair called for a roll call vote and the motion carried per the following votes:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Senator Laird				X
Senator Perez	X			
Senator Choi	X			
Assembly Member Muratsuchi	X			
Assembly Member Davies	X			
Assembly Member Quirk-Silva	X			
Abel Guillen	X			
Jeremy Smith				X
Ana Lasso	X			
Michele Perrault	X			
Total	8			2

Motion:

Carried _X_

Failed ____

REPORTS, DISCUSSION ITEMS, AND INFORMATION ITEMS

The SAB acknowledged the following reports:

- ***State Allocation Board Three-Month Projected Workload***
- ***State Allocation Board Meeting Dates for the 2025 Calendar Year***
- ***School Facility Program New Construction and Modernization Unfunded List as of May 28, 2025***
- ***School Facility Program Workload List of Applications Received Through May 31, 2025***
- ***School District Extension Requests***
- ***School Facility Program Applications Received Beyond Bond Authority List as of May 31, 2025***
- ***Facility Hardship/Rehabilitation Approvals Without Funding as of May 28, 2025***

CLOSED SESSION

At 4:24 p.m. and in accordance with Government Code Section 11126(e)(1) and (e)(2)(A), the SAB convened into closed session for the purpose of conferring with and receiving advice from counsel regarding pending litigation.

Upon conclusion of the closed session, the SAB reconvened the public meeting at 4:43 p.m. and the Chair stated that the SAB met in closed session regarding developments in and the status of the following two cases: 1) *California School Finance Authority, a California State Agency, et al. v. Today's Fresh Start, Inc., et al.,* Los Angeles County Superior Court, case number 23STCP03750, and 2) *California School Finance Authority, a California State Agency, et al. v. Los Angeles Unified School District, et al.,* Los Angeles County Superior Court, case number 23STCP03720. The Chair stated that no actions were taken by the SAB.

ADJOURNMENT

There being no further business to come before the SAB, the Chair adjourned the meeting at 4:44 p.m.



ATTACHMENT A

Approved Consent Items on 06/25/2025

Program	Application No.	School District	County Name
SFP - Mod.	57/63073-00-000	BRAWLEY ELEMENTARY	IMPERIAL
SFP - New Constr.	50/70201-00-003	BUTTEVILLE UNION ELEMENTARY	SISKIYOU
SFP - Mod.	57/70201-00-003	BUTTEVILLE UNION ELEMENTARY	SISKIYOU
SFP - Mod.	57/64345-00-001	CASTAIC UNION	LOS ANGELES
FDK - New Constr.	70/73676-00-002	COACHELLA VALLEY UNIFIED	RIVERSIDE
SFP - New Constr.	50/63891-00-003	CORCORAN JOINT UNIFIED	KINGS
SFP - New Constr.	50/63891-00-000	CORCORAN JOINT UNIFIED	KINGS
SFP - Mod.	57/67058-00-000	DESERT SANDS UNIFIED	RIVERSIDE
FDK - New Constr.	70/71894-00-002	DUCOR UNION ELEMENTARY	TULARE
SFP - Mod.	57/68122-00-002	FALLBROOK UNION HIGH	SAN DIEGO
SFP - Mod.	57/68122-00-000	FALLBROOK UNION HIGH	SAN DIEGO
SFP - New Constr.	50/73809-00-006	FIREBAUGH-LAS DELTAS UNIFIED	FRESNO
SFP - New Constr.	50/73809-00-000	FIREBAUGH-LAS DELTAS UNIFIED	FRESNO
SFP - New Constr.	50/62166-10-002	FRESNO UNIFIED	FRESNO
SFP - New Constr.	50/62166-10-000	FRESNO UNIFIED	FRESNO
SFP - New Constr.	50/65698-00-006	HILMAR UNIFIED	MERCED
FDK - New Constr.	70/70763-00-002	HORICON ELEMENTARY	SONOMA
FDK - New Constr.	70/67090-00-005	JURUPA UNIFIED	RIVERSIDE

ATTACHMENT A

Approved Consent Items on 06/25/2025

Program	Application No.	School District	County Name
SFP - Mod.	57/64725-00-051	LONG BEACH UNIFIED	LOS ANGELES
SFP - Mod.	57/64725-00-050	LONG BEACH UNIFIED	LOS ANGELES
SFP - Mod.	57/64725-00-000	LONG BEACH UNIFIED	LOS ANGELES
SFP - Mod.	57/64733-22-000	LOS ANGELES UNIFIED	LOS ANGELES
SFP - Mod.	57/68593-00-016	MANTECA UNIFIED	SAN JOAQUIN
SFP - New Constr.	50/68593-00-028	MANTECA UNIFIED	SAN JOAQUIN
SFP - New Constr.	50/68593-00-000	MANTECA UNIFIED	SAN JOAQUIN
SFP - Mod.	57/68593-00-000	MANTECA UNIFIED	SAN JOAQUIN
FDK - New Constr.	70/64816-00-003	MOUNTAIN VIEW ELEMENTARY	LOS ANGELES
SFP - Mod.	57/66266-00-039	NAPA VALLEY UNIFIED	NAPA
SFP - Mod.	57/66266-00-040	NAPA VALLEY UNIFIED	NAPA
SFP - Mod.	57/66266-00-041	NAPA VALLEY UNIFIED	NAPA
SFP - Mod.	57/66266-00-042	NAPA VALLEY UNIFIED	NAPA
SFP - Mod.	57/66266-00-037	NAPA VALLEY UNIFIED	NAPA
SFP - Mod.	57/66266-00-038	NAPA VALLEY UNIFIED	NAPA
SFP - Mod.	57/66266-00-000	NAPA VALLEY UNIFIED	NAPA
SFP - Mod.	57/75283-00-000	NATOMAS UNIFIED	SACRAMENTO
SFP - Mod.	57/72017-00-003	OAK VALLEY UNION ELEMENTARY	TULARE

ATTACHMENT A

Approved Consent Items on 06/25/2025

Program	Application No.	School District	County Name
SFP - Mod.	57/72017-00-000	OAK VALLEY UNION ELEMENTARY	TULARE
FDK - New Constr.	70/75481-00-002	ORLAND JOINT UNIFIED	GLENN
SFP - Mod.	57/72538-00-032	OXNARD ELEMENTARY	VENTURA
SFP - Mod.	57/72538-00-033	OXNARD ELEMENTARY	VENTURA
SFP - Mod.	57/72538-00-000	OXNARD ELEMENTARY	VENTURA
SFP - New Constr.	50/71217-00-012	PATTERSON JOINT UNIFIED	STANISLAUS
SFP - New Constr.	50/71217-00-000	PATTERSON JOINT UNIFIED	STANISLAUS
SFP - Mod.	57/67876-00-121	SAN BERNARDINO CITY UNIFIED	SAN BERNARDINO
SFP - Mod.	57/67876-00-000	SAN BERNARDINO CITY UNIFIED	SAN BERNARDINO
FDK - New Constr.	70/62430-00-015	SELMA UNIFIED	FRESNO
SFP - Mod.	58/71274-00-002	SHILOH ELEMENTARY	STANISLAUS
SFP - Mod.	57/72694-00-020	WASHINGTON UNIFIED	YOLO
SFP - Mod.	57/75572-00-000	WATERFORD UNIFIED	STANISLAUS

Executive Officer Statement

EXECUTIVE OFFICER STATEMENT
State Allocation Board Meeting, August 19, 2025

STAKEHOLDER MEETINGS

Since the June 25, 2025 State Allocation Board (Board) meeting, the Office of Public School Construction (OPSC) has held three stakeholder meetings focused on gathering input toward implementation of various provisions of Proposition 2 and other subjects.

On June 26, 2025, OPSC held its twelfth stakeholder meeting to discuss proposed regulatory amendments and considerations to implement the following topics:

- Energy Efficiency Supplemental Grant (Proposition 2)
- Small School District Program (Proposition 2)

At this meeting, 49 unique stakeholders joined on Zoom, and 1 stakeholder attended in-person at OPSC's office in West Sacramento.

On July 10, 2025, OPSC conducted a thirteenth stakeholder meeting to discuss the following:

- Career Technical Education Facilities Supplemental Grant (Proposition 2)
- Modernization Grant Funding for Facilities Previously Modernized with State Funds (Non-Proposition 2)

At this meeting, 42 unique stakeholders joined on Zoom, and 1 stakeholder attended in-person at OPSC's office in West Sacramento.

On July 24, 2025, OPSC conducted a fourteenth stakeholder meeting to discuss the following:

- Natural Disaster Assistance (Proposition 2)
- Mandatory Usage of OPSC Online (Non-Proposition 2)

At this meeting, 37 unique stakeholders joined on Zoom.

Details of upcoming stakeholder meetings will continue to be announced in email blasts to school districts and stakeholders.

2025-26 BUDGET ACT UPDATES

On June 27, Governor Newsom signed the Budget Bill of 2025 and Assembly Bill (AB) 121, the education omnibus budget trailer bill, which include changes affecting the Board as follows:

Senate Bill 101 (Wiener, Chapter 4, Statutes of 2025), Budget Act of 2025

- Appropriates Proposition 2 bond authority and State School Site Utilization Fund revenue and authorizes 16 additional positions for the Department of General Services (including 14 for OPSC, 1 for the Division of the State Architect, and 1

for Enterprise Technology Solutions) to implement Proposition 2 and continue administering the School Facility Program (SFP).

- Redirects $177.5 million in remaining General Fund money previously appropriated for SFP projects back to the General Fund due to the state budget shortfall.
- Appropriates $50,000 one-time General Fund for administrative costs for OPSC to implement the California State Auditor's recommendations to engage in the stakeholder process to update the Facility Inspection Tool. OPSC anticipates presenting this topic at a stakeholder meeting in the fall.

AB 121 (Committee on Budget, Chapter 8, Statutes of 2025), Education finance: education omnibus budget trailer bill

- Section 12 clarifies that school districts do not need to report or return interest earned on Lease-Purchase Program (LPP) funds to OPSC and that they may expend any remaining LPP funds for capital outlay expenditures for school construction.
- Section 13 restores the Board's authority to provide excessive cost hardship grants in existing SFP regulations, for applications submitted on or after October 31, 2024. Today's Consent Agenda includes amended funding shells that provide $382,875 to Facility Hardship/Seismic Mitigation applications approved prior to the passage of the trailer bill that are eligible for the excessive cost hardship grants.

PROJECTS WITH PROPOSITION 2 LOCAL FUNDING ADJUSTMENTS

Proposition 2 established a points-based determination and sliding scale for the required state and local matching shares for SFP projects. At the June 25, 2025 meeting, the Board adopted proposed amendments to SFP Regulations regarding the implementation of the Local Funding Adjustment (LFA) and presented the first project to receive the LFA. Today's Consent Agenda contains amended approvals for an additional three projects received on or after October 31, 2024 that will retroactively receive the LFA. This provides an additional $238,708 to these four districts.

NEXT MEETING

The next meeting is scheduled for Wednesday, September 24, 2025. The time and location of the meeting will be determined and announced at a later date.

Consent

State of California
State Allocation Board

SCHOOL FACILITY PROGRAM

This Resolution of the State Allocation Board (hereafter referred to as the "Board") is applicable to the appropriate sections of the Education Code and is described and filed in the office of the Executive Officer and will be made available to all interested parties as the Resolution pertains to the documents attached hereto. Said documents were acted upon by the Board at its meeting on August 19, 2025.

WHEREAS, the Board has previously approved or determined to be approvable a number of projects for construction or modernization eligibility of facilities for school districts and is making apportionments and/or unfunded approvals for the grant amounts for projects that meet the Board's criteria for the apportionment of grants pursuant to Education Code Sections 17072.10, 17078.52, 17078.70, 17079 or 17074.10 or Board Regulations 1859.81.1 or 1859.83;

WHEREAS, Treasury Regulations Section 1.150-2 require the State (on whose behalf the Board is acting) to declare its reasonable intent to provide grant funding to school districts, in accordance with Board policy and law, for costs of the projects with proceeds of State bonds.

NOW THEREFORE, BE IT RESOLVED:

1. This Resolution is adopted by the Board for the purposes of establishing compliance with Treasury Regulations Section 1.150-2 and this Resolution does not bind the Board to make any additional apportionment or bind the State to incur any indebtedness.

2. The Board anticipates that some or all of the school districts listed on the list of "Projects" referred to in this Resolution will pay certain capital expenditures in connection with some or all of the project's cost prior to the issuance of bonds by the State to pay for the grants for the projects. The reimbursement of such costs is consistent with the State's budgetary and financial circumstances, and in accordance with Board policy, as no other funds or accounts of the State have been budgeted or are available to pay the costs of the projects on either a short-term or a long-term basis.

3. The Board, acting on behalf of the State, hereby declares that it is the State's official intent to use proceeds of general obligation bonds and/or General Fund proceeds that may become available for such purpose, consistent with the requirements of law that are in effect at the time the funds are available, to provide grants, in accordance with applicable, laws and regulations.

4. This Resolution shall be continuously available for inspection by the general public during normal business hours at the offices of the Board at 707 3rd Street, 3rd Floor, West Sacramento, California, commencing within one week after the date of enactment of this Resolution.

5. Any eligibility determination does not constitute a commitment of future funding by the Board.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 19, 2025

SCHOOL FACILITY PROGRAM ELIGIBILITY ESTABLISHMENTS

PURPOSE OF REPORT

To present the Districts' requests for School Facility Program (SFP) eligibility approval.

DESCRIPTION

The school districts shown in the following sections have complied with State Allocation Board (Board) regulations regarding new construction or modernization eligibility determinations for the projects listed.

RECOMMENDATIONS

1. Approve the eligibility determinations for the districts/projects shown on the Attachment.
2. Provide that this approval of eligibility determination for the districts/projects listed does not constitute a commitment for future funding by the Board.
3. For purposes of any application for funding, provide that the district must comply with all requirements of law and regulations pertaining to the SFP.

ELIGIBILITY APPROVALS
MODERNIZATION

District	School Name	County	Application Number 57/	Justification Document Date	Site Baseline Eligibility K-6	Site Baseline Eligibility 7-8	Site Baseline Eligibility 9-12	Site Baseline Eligibility Non Severe	Site Baseline Eligibility Severe
Folsom-Cordova Unified	Natoma Station Elementary	Sacramento	57/67330-00-000	06/04/2025	478	0	0	0	8
Mountain Empire Unified	Mountain Empire Junior High	San Diego	57/68213-00-000	04/02/2025	0	203	0	38	4
Temecula Valley Unified	Vintage Hills Elementary	Riverside	57/75192-00-000	06/18/2019	100	0	0	0	0

SCHOOL FACILITY PROGRAM ELIGIBILITY ADJUSTMENTS

PURPOSE OF REPORT

To adjust the baseline eligibility for new construction and modernization projects under the Leroy F. Greene School Facilities Act of 1998.

DESCRIPTION

The districts listed on Attachment A have received eligibility approval for new construction. There has been a change in their baseline in accordance with the California Code of Regulations relating to the Leroy F. Greene School Facilities Act of 1998, Section 1859.51.

The districts listed on Attachment B have received eligibility approval for modernization. There has been a change in their baseline in accordance with the California Code of Regulations relating to the Leroy F. Greene School Facilities Act of 1998, Section 1859.61.

RECOMMENDATIONS

1. Approve an adjustment to the new construction eligibility baseline determination as shown on Attachment A.
2. Approve an adjustment to the modernization eligibility baseline determination as shown on Attachment B.
3. Provide that this approval of adjusted eligibility determination does not constitute a commitment for future funding by the State Allocation Board.

KEY TO ADJUSTMENTS

NEW CONSTRUCTION ONLY

(a) Reduced by the number of pupils provided grants in a new construction School Facility Program (SFP) project and by the number of pupils that received a Preliminary Apportionment pursuant to Section 1859.140 or a Preliminary Charter School Apportionment pursuant to Regulation Section 1859.162.2.

(b) Reduced by the number of pupils housed, based on the loading standards pursuant to Ed. Code Section 17071.25(a)(2)(A), in a new construction LPP project funded under the provisions of the LPP pursuant to Regulation Section 1859.12 or 1859.13.

(c) Reduced by the number of pupils housed in additional classrooms constructed or purchased based on the loading standards, pursuant to Ed. Code Section 17071.25(a)(2)(A), in a modernization SFP project.

(d) Adjusted as a result of audit findings made pursuant to Regulation Sections 1859.90 and 1859.105.

(e) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years, except as provided in (j) below.

(f) Adjusted as a result of errors or omissions by the district or by the Office of Public School Construction (OPSC).

(g) Adjusted as result of amendments to the SFP Regulations that affect the eligibility.

(h) Increased by the number of pupils eligible for grants pursuant to Regulation Section 1859.82.1(b)(4)(A) or 1859.82.2(b)(4)(A).

(i) Reduced by the number of pupils housed in classrooms provided after the baseline eligibility was determined by the State Allocation Board, with 12 exceptions at Regulation Section 1859.51(i).

(j) For Small School Districts, following a 3-year period after the district's eligibility was approved by the Board, decreased by any reduction in projected enrollment, and by any increase in pupils in the latest CDE operational grant report per Ed. Code Sec. 42268.

(k) Adjusted for any changes in classroom inventory as a result of a reorganization election.

(l) For classroom loading standards adopted by the Board for non-severely and severely disabled individuals with exceptional needs.

(m) As directed by the SAB due to finding a Material Inaccuracy pursuant to Section 1859.104.1.

(n) Increased by the number of pupils that received a Preliminary Apportionment that was rescinded pursuant to Section 1859.148 or a Preliminary Charter School Apportionment that was rescinded pursuant to Section 1859.166.

(o) Adjusted for operational grant changes as determined/provided by the California Department of Education.

(p) For High School Attendance Area (HSAA) districts with Preliminary Apportionments within the 2002 or 2004 Critically Overcrowded School Facilities Account, adjusted in accordance with Regulation Section 1859.51(p)(1), (2), or (3).

(q) Adjusted by the difference between the Alternative Enrollment Projection for the current enrollment reporting year and the projected enrollment determined pursuant to Section 1859.42 for the current enrollment reporting year, or by the eligibility remaining from this calculation that can no longer be utilized if the funds made available pursuant to EC Section 17071.75(a)(1)(A) have been exhausted.

(r) Adjusted per Ed. Code Sec. 17071.75(b)(2) by the number of pupils housed, based on the loading standards per Ed. Code Sec. 17071.25(a)(2)(A), in any classroom(s) where title was relinquished to the School District receiving the transferred classrooms.

(s) Increased by the capacity of classrooms included in an approved application, with two qualifiers that must be met in Regulation Section 1859.51(s).

KEY TO ADJUSTMENTS

MODERNIZATION ONLY

(a) Reduced by the number of pupils provided grants in a modernization SFP project or CSFP Rehabilitation project at the specific site.

(b) Reduced by the number of pupils housed, based on the loading standard pursuant to EC Section 17071.25(a)(2), in a modernization LPP project funded under the LPP pursuant to Regulation Section 1859.14 and 1859.15.

(c) Increased by changes in projected enrollment in subsequent enrollment reporting years.

(d) (1) Increased for additional facilities not previously modernized with State funds, that become 25 years old, if permanent, or 20 years old, if portable or, (2) as a result of audit findings made pursuant to Regulation Sections 1859.90 and 1859.105.

(e) Adjusted as a result of errors or omissions by the district or by the OPSC.

(f) Adjusted as result of amendments to the Subgroup 5.5 Regulations that affect the eligibility.

(g) For classroom loading standards adopted by the Board for non-severely and severely disabled individuals with exceptional needs.

(h) As directed by the SAB due to finding a Material Inaccuracy pursuant to Regulation Section 1859.104.1.

(i) Increased for facilities previously modernized with State funds, which qualify for an additional modernization apportionment pursuant to Regulation Section 1859.78.8.

(j) Adjusted as a result of the Reconfiguration of an existing high school under the Small High School Program.

(k) Decreased for facilities that were deemed eligible for modernization pursuant to Regulation Sections 1859.60 and 1859.61(d) and subsequently replaced, or will be replaced under a signed contract for construction or acquisition of facilities, in a project funded by the district without participation from the State.

(l) Adjusted as a result of replaced eligible portables funded with the Overcrowding Relief Grant, per Ed. Code Section 17079 et seq.

(m) Adjusted upon Board approval of the local school board resolution acknowledging that the buildings have been removed from K-12 use.

(n) (1) Adjusted for a Facility Hardship or Seismic Mitigation replacement project pursuant to Regulation Section 1859.61(l)(1) or, (2) Adjusted for a Facility Hardship or Seismic Mitigation replacement project pursuant to Regulation Section 1859.61(l)(2).

District: Banta Unified
Attendance Area: District-Wide
County: San Joaquin
Application Number: 50/77388-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		2,869	448	903	71	0
Adjustment Per This Item	e	1,314	402	833	22	0
Net Baseline Eligibility		4,183	850	1,736	93	0

District: Beaumont Unified
Attendance Area: District-Wide
County: Riverside
Application Number: 50/66993-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		4,063	905	796	185	239
Adjustment Per This Item	e	-913	-178	-84	-15	-14
Net Baseline Eligibility		3,150	727	712	170	225

District: Center Joint Unified
Attendance Area: District-Wide
County: Sacramento
Application Number: 50/73973-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		120	-262	337	-85	0
Adjustment Per This Item	e	2,308	260	444	-41	0
Adjustment Per This Item	i	0	0	0	-13	0
Net Baseline Eligibility		2,428	-2	781	-139	0

District: Del Mar Union
Attendance Area: District-Wide
County: San Diego
Application Number: 50/68056-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		120	0	0	-6	-7
Adjustment Per This Item	e	-1,264	0	0	-9	29
Net Baseline Eligibility		-1,144	0	0	-15	22

District: Edison Elementary
Attendance Area: District-Wide
County: Kern
Application Number: 50/63438-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		189	8	0	27	0
Adjustment Per This Item	e	-83	-1	0	0	0
Net Baseline Eligibility		106	7	0	27	0

District: Greenfield Union
Attendance Area: District-Wide
County: Kern
Application Number: 50/63503-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		94	40	0	-47	0
Adjustment Per This Item	e	-1,188	-552	0	39	66
Net Baseline Eligibility		-1,094	-512	0	-8	66

District: Los Angeles Unified
Attendance Area: District-Wide
County: Los Angeles
Application Number: 50/64733-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		-54,595	7,420	-30,158	5,775	-7,846
Adjustment Per This Item	c	-50	0	0	0	0
Net Baseline Eligibility		-54,645	7,420	-30,158	5,775	-7,846

District: San Benito High
Attendance Area: District-Wide
County: San Benito
Application Number: 50/67538-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	698	-8	37
Adjustment Per This Item	e	0	0	-632	61	101
Net Baseline Eligibility		0	0	66	53	138

District: Santa Clara Unified
Attendance Area: District-Wide
County: Santa Clara
Application Number: 50/69674-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		-543	-4,194	0	-195	256
Adjustment Per This Item	e	562	-27	-253	-12	75
Net Baseline Eligibility		19	-4,221	-253	-207	331

District: Colton Joint Unified
School Name: Colton High
County: San Bernardino
Application Number: 57/67686-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	0	0	0
Adjustment Per This Item	n1	0	0	0	0	0
Adjustment Per This Item	d1	0	0	1,064	17	10
Net Baseline Eligibility		0	0	1,064	17	10

District: Firebaugh-Las Deltas Unified
School Name: Bailey (Hazel M.) Primary
County: Fresno
Application Number: 57/73809-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	0	0	0
Adjustment Per This Item	g	0	0	0	0	0
Adjustment Per This Item	d1	398	0	0	0	0
Net Baseline Eligibility		398	0	0	0	0

District: Fresno Unified
School Name: McLane High
County: Fresno
Application Number: 57/62166-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	8	47	0
Adjustment Per This Item	e	0	0	136	0	0
Adjustment Per This Item	e	0	0	-9	6	2
Adjustment Per This Item	e	0	0	3	1	0
Adjustment Per This Item	d1	0	0	4	0	0
Adjustment Per This Item	d1	0	0	29	1	0
Net Baseline Eligibility		0	0	171	55	2

District: Fresno Unified
School Name: Roosevelt High
County: Fresno
Application Number: 57/62166-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	-297	-13	0
Adjustment Per This Item	e	0	0	-26	0	0
Adjustment Per This Item	e	0	0	13	-1	0
Adjustment Per This Item	d1	0	0	1,764	124	14
Adjustment Per This Item	d1	0	0	17	1	0
Adjustment Per This Item	d1	0	0	6	1	0
Adjustment Per This Item	d1	0	0	27	1	0
Net Baseline Eligibility		0	0	1,504	113	14

District: Greenfield Union
School Name: Fairview Elementary
County: Kern
Application Number: 57/63503-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		506	0	0	12	9
Adjustment Per This Item	e	-7	0	0	0	0
Adjustment Per This Item	c	39	0	0	-10	0
Net Baseline Eligibility		538	0	0	2	9

District: La Canada Unified
School Name: Palm Crest Elementary
County: Los Angeles
Application Number: 57/64659-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		12	0	0	-12	0
Adjustment Per This Item	e	75	0	0	0	0
Adjustment Per This Item	g	-25	0	0	13	0
Adjustment Per This Item	d1	158	0	0	7	0
Adjustment Per This Item	i	45	0	0	12	0
Net Baseline Eligibility		265	0	0	20	0

District: Los Angeles Unified
School Name: Garfield (James A.) Senior High
County: Los Angeles
Application Number: 57/64733-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	2,506	0	0
Adjustment Per This Item	e	0	0	-1	0	0
Adjustment Per This Item	e	0	0	150	0	0
Adjustment Per This Item	l	0	0	72	5	0
Net Baseline Eligibility		0	0	2,727	5	0

District: Los Angeles Unified
School Name: Ninety-Second Street Elementary
County: Los Angeles
Application Number: 57/64733-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		685	0	0	0	0
Adjustment Per This Item	d1	54	0	0	0	0
Adjustment Per This Item	e	-30	0	0	0	0
Net Baseline Eligibility		709	0	0	0	0

District: Los Angeles Unified
School Name: Roosevelt (Theodore) Senior High
County: Los Angeles
Application Number: 57/64733-05-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	1,723	98	0
Adjustment Per This Item	n1	0	0	-1,728	-104	0
Net Baseline Eligibility		0	0	-5	-6	0

District: Mountain View Whisman Elementary
School Name: Amy Imai Elementary (Aka Huff (Frank) Elem.)
County: Santa Clara
Application Number: 57/69591-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		299	0	0	0	0
Adjustment Per This Item	g	0	0	0	0	0
Adjustment Per This Item	d1	280	0	0	0	0
Net Baseline Eligibility		579	0	0	0	0

District: Mountain View Whisman Elementary
School Name: Bubb (Benjamin) Elementary
County: Santa Clara
Application Number: 57/69591-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		340	0	0	0	0
Adjustment Per This Item	e	122	0	0	0	0
Adjustment Per This Item	g	-18	0	0	18	0
Adjustment Per This Item	d1	0	0	0	0	0
Adjustment Per This Item	c	101	0	0	8	0
Net Baseline Eligibility		545	0	0	26	0

District: Mountain View Whisman Elementary
School Name: Landels (Edith) Elementary
County: Santa Clara
Application Number: 57/69591-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		525	0	0	0	0
Adjustment Per This Item	d1	49	0	0	0	0
Adjustment Per This Item	g	-49	0	0	0	18
Net Baseline Eligibility		525	0	0	0	18

District: Pomona Unified
School Name: Allison Elementary
County: Los Angeles
Application Number: 57/64907-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		34	0	0	4	0
Adjustment Per This Item	d1	35	0	0	10	0
Net Baseline Eligibility		69	0	0	14	0

District: Pomona Unified
School Name: Harrison Elementary
County: Los Angeles
Application Number: 57/64907-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		125	0	0	0	5
Adjustment Per This Item	d1	321	0	0	7	0
Net Baseline Eligibility		446	0	0	7	5

District: San Juan Unified
School Name: San Juan High
County: Sacramento
Application Number: 57/67447-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	0	0	0
Adjustment Per This Item	e	0	0	0	0	0
Adjustment Per This Item	e	0	0	0	0	0
Adjustment Per This Item	d1	0	0	877	40	0
Net Baseline Eligibility		0	0	877	40	0

District: San Lorenzo Unified
School Name: Lorenzo Manor Elementary
County: Alameda
Application Number: 57/61309-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		21	0	0	-12	0
Adjustment Per This Item	e	63	0	0	0	0
Adjustment Per This Item	g	-25	0	0	12	0
Adjustment Per This Item	e	-50	0	0	0	0
Adjustment Per This Item	d1	0	0	0	0	0
Adjustment Per This Item	i	28	0	0	0	0
Net Baseline Eligibility		37	0	0	0	0

District: San Mateo Union High
School Name: San Mateo High
County: San Mateo
Application Number: 57/69047-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	46	-45	-1
Adjustment Per This Item	g	0	0	-44	39	3
Adjustment Per This Item	f	0	0	-2	6	-2
Adjustment Per This Item	c	0	0	148	-7	-3
Net Baseline Eligibility		0	0	148	-7	-3

District: San Ramon Valley Unified
School Name: Monte Vista High
County: Contra Costa
Application Number: 57/61804-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		0	0	14	1	1
Adjustment Per This Item	e	0	0	5	0	0
Adjustment Per This Item	e	0	0	11	-1	0
Adjustment Per This Item	e	0	0	36	1	0
Adjustment Per This Item	e	0	0	3	1	0
Adjustment Per This Item	e	0	0	1	0	0
Adjustment Per This Item	d1	0	0	86	0	1
Adjustment Per This Item	e	0	0	0	0	0
Adjustment Per This Item	d1	0	0	315	2	2
Net Baseline Eligibility		0	0	471	4	4

District: Temecula Valley Unified
School Name: Vintage Hills Elementary
County: Riverside
Application Number: 57/75192-00-000

	Type of Adj.	K-6	7-8	9-12	Non-Severe	Severe
Current Baseline Eligibility		100	0	0	0	0
Adjustment Per This Item	d1	686	0	0	26	0
Net Baseline Eligibility		786	0	0	26	0

SCHOOL FACILITY PROGRAM UNFUNDED APPROVALS

(Lack of AB 55 Loans)

PURPOSE OF REPORT

To present to the State Allocation Board (Board) a list of School Facility Program (SFP) applications for unfunded approval.

DESCRIPTION

The projects listed on the Attachment represent SFP New Construction, Modernization, Charter School and/or Overcrowding Relief Grant projects in date order of a complete application being received by the Office of Public School Construction (OPSC).

AUTHORITY

SFP Regulation Section 1859.2 defines an Unfunded List (Lack of AB 55 Loans) as an information list of unfunded projects that was created due to the State's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction projects as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

SFP Regulation Section 1859.95 states:

"When the Board has no funds to apportion …, the Board will also accept and process applications for apportionment for purposes of developing an Unfunded List based on the date the application is Ready for Apportionment, with the exception of New Construction funding applications that utilize eligibility generated by the Alternative Enrollment Projection.

. . .

An application for funding included on an Unfunded List is eligible for reimbursement subject to adjustments in the New Construction Grants amount pursuant to Section 1859.77."

BACKGROUND

At the March 11, 2009 SAB meeting, the Board requested that Staff continue to process applications to the Board for unfunded approval, up to the bonding authority. The Attachment reflects applications being presented for unfunded approval, including SFP modernization and new construction projects in date order of a complete application being received by the OPSC. The list also includes health and safety facility hardship applications for funding that have been processed and are ready for approval regardless of received date. The unfunded approval of the applications as reflected on the Attachment does not constitute a guarantee of future funding.

RECOMMENDATIONS

1. Approve the SFP application(s) as presented on the Attachment.
2. Provide that these unfunded approvals do not constitute a guarantee of future funding.

ATTACHMENT
Unfunded Approvals
(Lack of AB 55 Loans)
State Allocation Board Meeting, August 19, 2025

County	District	School Site	Application Number	Received Date	Grant Amount
ALAMEDA	SAN LORENZO UNIFIED	LORENZO MANOR ELEMENTARY	57/61309-00-019	4/12/2022	$ 345,039.00
RIVERSIDE	DESERT SANDS UNIFIED	JAMES EARL CARTER ELEMENTARY	57/67058-00-027	6/9/2022	$ 4,055,309.00
SACRAMENTO	CENTER JOINT UNIFIED	REX FORTUNE ELEMENTARY	50/73973-00-004	6/17/2022	$ 23,876,050.00
CONTRA COSTA	SAN RAMON VALLEY UNIFIED	MONTE VISTA HIGH	57/61804-00-050	6/21/2022	$ 1,759,482.00
FRESNO	FIREBAUGH-LAS DELTAS UNIFIED	BAILEY (HAZEL M.) PRIMARY	57/73809-00-007	6/22/2022	$ 2,888,223.00
RIVERSIDE	BEAUMONT UNIFIED	BEAUMONT SENIOR HIGH	50/66993-00-023	6/29/2022	$ 11,292,595.00
NAPA	NAPA VALLEY UNIFIED	SHEARER ELEMENTARY	57/66266-00-043	7/6/2022	$ 649,270.00
FRESNO	FRESNO UNIFIED	MCLANE HIGH	57/62166-00-147	7/7/2022	$ 1,982,902.00
FRESNO	FRESNO UNIFIED	ROOSEVELT HIGH	57/62166-00-148	7/7/2022	$ 4,767,095.00
SACRAMENTO	FOLSOM-CORDOVA UNIFIED	NATOMA STATION ELEMENTARY	57/67330-00-013	7/8/2022	$ 3,227,259.00
ORANGE	ANAHEIM UNION HIGH	MAGNOLIA HIGH	57/66431-00-031	7/15/2022	$ 1,274,056.00
LOS ANGELES	LA CANADA UNIFIED	PALM CREST ELEMENTARY	57/64659-00-009	7/18/2022	$ 2,100,084.00
RIVERSIDE	TEMECULA VALLEY UNIFIED	VINTAGE HILLS ELEMENTARY	57/75192-00-020	7/18/2022	$ 5,393,052.00
LOS ANGELES	POMONA UNIFIED	ALLISON ELEMENTARY	57/64907-00-048	7/19/2022	$ 685,957.00
ORANGE	CAPISTRANO UNIFIED	TESORO HIGH	57/66464-00-026	7/19/2022	$ 1,790,189.00
YUBA	PLUMAS LAKE ELEMENTARY	RIO DEL ORO ELEMENTARY	50/72744-00-004	7/20/2022	$ 989,634.00
YUBA	PLUMAS LAKE ELEMENTARY	COBBLESTONE ELEMENTARY	50/72744-00-005	7/20/2022	$ 974,484.00
LOS ANGELES	POMONA UNIFIED	HARRISON ELEMENTARY	57/64907-00-049	7/20/2022	$ 988,903.00
STANISLAUS	PATTERSON JOINT UNIFIED	APRICOT VALLEY	50/71217-00-013	7/22/2022	$ 2,154,781.00
STANISLAUS	PATTERSON JOINT UNIFIED	LAS PALMAS ELEMENTARY	50/71217-00-014	7/22/2022	$ 2,752,337.00
LOS ANGELES	LOS ANGELES UNIFIED	NINETY-SECOND STREET ELEMENTARY	57/64733-00-741	7/27/2022	$ 7,216,535.00
SACRAMENTO	SAN JUAN UNIFIED	SAN JUAN HIGH	57/67447-00-078	7/27/2022	$ 4,073,250.00
STANISLAUS	WATERFORD UNIFIED	WATERFORD JUNIOR HIGH	57/75572-00-005	7/28/2022	$ 2,406,109.00
STANISLAUS	WATERFORD UNIFIED	MOON (RICHARD M.)	57/75572-00-006	7/28/2022	$ 619,302.00
SAN JOAQUIN	BANTA ELEMENTARY	EPIC ACADEMY	50/77388-00-003	7/29/2022	$ 30,451,642.00
KERN	GREENFIELD UNION	FAIRVIEW ELEMENTARY	57/63503-00-011	7/29/2022	$ 4,927,171.00
SANTA CLARA	MOUNTAIN VIEW WHISMAN ELEMENTARY	LANDELS (EDITH) ELEMENTARY	57/69591-00-007	8/1/2022	$ 2,032,765.00
SANTA CLARA	MOUNTAIN VIEW WHISMAN ELEMENTARY	BUBB (BENJAMIN) ELEMENTARY	57/69591-00-009	8/1/2022	$ 2,509,083.00
SANTA CLARA	MOUNTAIN VIEW-LOS ALTOS UNION HIGH	MOUNTAIN VIEW HIGH	57/69609-00-007	8/3/2022	$ 1,925,704.00
KINGS	HANFORD ELEMENTARY	RICHMOND (LEE) ELEMENTARY	57/63917-00-011	8/5/2022	$ 609,434.00
SAN BENITO	SAN BENITO HIGH	HOLLISTER HIGH (AKA SAN BENITO HIGH)	50/67538-00-004	8/9/2022	$ 235,697.00

Program	Amount (in Dollars)
New Construction	$ 72,727,220.00
Modernization	$ 58,226,173.00
Total	**$ 130,953,393.00**

APPLICANT DATA

Applicant:	San Lorenzo Unified	**PTN:**	61309 - 91
Application No:	57/61309-00-019	**County:**	Alameda
School Name:	Lorenzo Manor Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 345,039.00	**$** 345,039.00
Applicant Share					
District Contribution				230,026.00	
Total			**$** **0.00**	**$** **575,065.00**	**$** **345,039.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	7
Pupils Assigned Over 50 Yrs:	**K-6:**	30
Recommended Acres:		10.4
Existing Acres:		10.4

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	8,812.00
Base Grant - Over 50Yr	**$**	251,490.00
Base Grant - Under 50Yr	**$**	42,238.00
Fire Detection	**$**	7,252.00
Small Size Project	**$**	35,247.00
Total State Share (60%)		345,039.00
Applicant Share (40%)		230,026.00
Total Project Cost	**$**	**575,065.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Desert Sands Unified	**PTN:**	67058 - 190
Application No:	57/67058-00-027	**County:**	Riverside
School Name:	James Earl Carter Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 4,055,309.00	$ 4,055,309.00
Applicant Share					
District Contribution				2,703,539.33	
Total			**$ 0.00**	**$ 6,758,848.33**	**$ 4,055,309.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	487
	Non-Severe:	14
	Severe:	27
Recommended Acres:		10.2
Existing Acres:		10.0

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	109,139.00
Base Grant - Under 50Yr	**$**	3,637,960.00
Fire Detection	**$**	115,100.00
Geographic Location	**$**	193,110.00
Total State Share (60%)		4,055,309.00
Applicant Share (40%)		2,703,539.33
Total Project Cost	**$**	**6,758,848.33**

STIPULATED TERMS & NEXT STEPS

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The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

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APPLICANT DATA

Applicant:	Center Joint Unified	**PTN:**	73973 - 46
Application No:	50/73973-00-004	**County:**	Sacramento
School Name:	Rex Fortune Elementary	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 23,876,050.00	**$** 23,876,050.00
Applicant Share					
District Contribution				23,876,050.00	
Total			**$ 0.00**	**$ 47,752,100.00**	**$ 23,876,050.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Elementary School
Pupils Assigned:	**K-6:** 825
Number of Classrooms:	35
Addition to Existing Site:	No
Master Plan Acres:	14.1
Recommended Acres:	14.4
Existing Acres:	0.0
Proposed Acres:	11.83

PROGRAM GRANT DATA

2% of Appraised or Actual Value	**$**	236,000.00
Automatic Sprinkler System	**$**	218,625.00
Base Grant	**$**	13,073,775.00
DTSC Fees	**$**	750.00
Fire Detection	**$**	15,675.00
General Site	**$**	1,103,651.00
NC Site Acquisition	**$**	5,900,000.00
Off Site	**$**	80,036.00
Service Site Development	**$**	3,201,230.00
Utilities	**$**	46,308.00
Total State Share (50%)		23,876,050.00
Applicant Share (50%)		23,876,050.00
Total Project Cost	**$**	**47,752,100.00**

STIPULATED TERMS & NEXT STEPS

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The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

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APPLICANT DATA

Applicant:	San Ramon Valley Unified	**PTN:**	61804 - 244
Application No:	57/61804-00-050	**County:**	Contra Costa
School Name:	Monte Vista High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 1,759,482.00	$ 1,759,482.00
Applicant Share					
District Contribution				1,172,988.00	
Total			**$ 0.00**	**$ 2,932,470.00**	**$ 1,759,482.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		High School
Pupils Assigned Under 50 Yrs:		
	9-12	0
	Non-Severe:	0
	Severe:	0
Pupils Assigned Over 50 Yrs:		
	9-12	134
	Non-Severe:	2
	Severe:	2
Recommended Acres:		55.3
Existing Acres:		53.38

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	49,331.00
Base Grant - Over 50Yr	**$**	1,644,376.00
Small Size Project	**$**	65,775.00
Total State Share (60%)		1,759,482.00
Applicant Share (40%)		1,172,988.00
Total Project Cost	**$**	**2,932,470.00**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

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APPLICANT DATA

Applicant:	Firebaugh-Las Deltas Unified	**PTN:**	73809 - 28
Application No:	57/73809-00-007	**County:**	Fresno
School Name:	Bailey (Hazel M.) Primary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	$	$ 2,888,223.00	$ 2,888,223.00
Applicant Share					
District Contribution				1,925,482.00	
Total			$ **0.00**	$ **4,813,705.00**	$ **2,888,223.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	261
Pupils Assigned Over 50 Yrs:	**K-6:**	137
Recommended Acres:		6.1
Existing Acres:		15.75

PROGRAM GRANT DATA

Accessibility Fire Grant	$	81,700.00
Base Grant - Over 50Yr	$	1,148,471.00
Base Grant - Under 50Yr	$	1,574,874.00
Fire Detection	$	78,008.00
Project Assistance	$	5,170.00
Total State Share (60%)		2,888,223.00
Applicant Share (40%)		1,925,482.00
Total Project Cost	$	**4,813,705.00**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

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APPLICANT DATA

Applicant:	Beaumont Unified	**PTN:**	66993 - 0069
Application No:	50/66993-00-023	**County:**	Riverside
School Name:	Beaumont Senior High	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 11,292,595.00	**$** 11,292,595.00
Applicant Share					
District Contribution				11,292,595.00	
Total			**$ 0.00**	**$ 22,585,190.00**	**$ 11,292,595.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		High School
Pupils Assigned:		
	9-12:	513
Number of Classrooms:		19
Addition to Existing Site:		No
Master Plan Acres:		106.72
Recommended Acres:		73.4
Existing Acres:		88.5

PROGRAM GRANT DATA

Automatic Sprinkler System	**$**	168,777.00
Base Grant	**$**	10,940,751.00
Fire Detection	**$**	21,546.00
Service Site Development	**$**	86,750.00
Utilities	**$**	74,771.00
Total State Share (50%)		11,292,595.00
Applicant Share (50%)		11,292,595.00
Total Project Cost	**$**	**22,585,190.00**

STIPULATED TERMS & NEXT STEPS

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The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

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APPLICANT DATA

Applicant:	Napa Valley Unified	**PTN:**	66266 - 308
Application No:	57/66266-00-043	**County:**	Napa
School Name:	Shearer Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	$	$ 649,270.00	$ 649,270.00
Applicant Share					
District Contribution				432,846.67	
Total			$ **0.00**	$ **1,082,116.67**	$ **649,270.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	74
	Non-Severe:	8
Recommended Acres:		9.9
Existing Acres:		7.8

PROGRAM GRANT DATA

Accessibility Fire Grant	$	16,484.00
Base Grant - Under 50Yr	$	549,452.00
Fire Detection	$	17,400.00
Small Size Project	$	65,934.00
Total State Share (60%)		649,270.00
Applicant Share (40%)		432,846.67
Total Project Cost	$	**1,082,116.67**

STIPULATED TERMS & NEXT STEPS

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APPLICANT DATA

Applicant:	Fresno Unified	**PTN:**	62166 - 359
Application No:	57/62166-00-147	**County:**	Fresno
School Name:	Mclane High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 1,982,902.00	**$** 1,982,902.00
Applicant Share					
District Contribution				1,321,934.67	
Total			**$** **0.00**	**$** **3,304,836.67**	**$** **1,982,902.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		High School
Pupils Assigned Under 50 Yrs:		
	9-12	6
	Non-Severe:	3
Pupils Assigned Over 50 Yrs:		
	9-12	80
	Non-Severe:	45
Recommended Acres:		49.6
Existing Acres:		36.72

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	54,636.00
Base Grant - Over 50Yr	**$**	1,732,450.00
Base Grant - Under 50Yr	**$**	88,737.00
Fire Detection	**$**	34,232.00
Small Size Project	**$**	72,847.00
Total State Share (60%)		1,982,902.00
Applicant Share (40%)		1,321,934.67
Total Project Cost	**$**	**3,304,836.67**

STIPULATED TERMS & NEXT STEPS

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The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

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APPLICANT DATA

Applicant:	Fresno Unified	**PTN:**	62166 - 409
Application No:	57/62166-00-148	**County:**	Fresno
School Name:	Roosevelt High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 4,767,095.00	$ 4,767,095.00
Applicant Share					
District Contribution				3,178,063.33	
Total			**$ 0.00**	**$ 7,945,158.33**	**$ 4,767,095.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	High School
Pupils Assigned Under 50 Yrs:	
9-12	139
Non-Severe:	57
Severe:	5
Pupils Assigned Over 50 Yrs:	
9-12	126
Non-Severe:	53
Severe:	5
Recommended Acres:	55.3
Existing Acres:	35.57

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	136,018.00
Base Grant - Over 50Yr	**$**	2,542,854.00
Base Grant - Under 50Yr	**$**	1,991,063.00
Fire Detection	**$**	97,160.00
Total State Share (60%)		4,767,095.00
Applicant Share (40%)		3,178,063.33
Total Project Cost	**$**	**7,945,158.33**

STIPULATED TERMS & NEXT STEPS

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APPLICANT DATA

Applicant:	Folsom-Cordova Unified	**PTN:**	67330 - 260
Application No:	57/67330-00-013	**County:**	Sacramento
School Name:	Natoma Station Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 3,227,259.00	$ 3,227,259.00
Applicant Share					
District Contribution				2,151,506.00	
Total			**$ 0.00**	**$ 5,378,765.00**	**$ 3,227,259.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Elementary School	
Pupils Assigned Under 50 Yrs:	**K-6:**	478
	Severe:	8
Recommended Acres:		9.9
Existing Acres:		8.44

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	91,143.00
Base Grant - Under 50Yr	**$**	3,038,108.00
Fire Detection	**$**	98,008.00
Total State Share (60%)		3,227,259.00
Applicant Share (40%)		2,151,506.00
Total Project Cost	**$**	**5,378,765.00**

STIPULATED TERMS & NEXT STEPS

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APPLICANT DATA

Applicant:	Anaheim Union High	**PTN:**	66431 - 125
Application No:	57/66431-00-031	**County:**	Orange
School Name:	Magnolia High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 1,274,056.00	$ 1,274,056.00
Applicant Share					
District Contribution				849,370.67	
Total			**$ 0.00**	**$ 2,123,426.67**	**$ 1,274,056.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		High School
Pupils Assigned Under 50 Yrs:		
	9-12	0
Pupils Assigned Over 50 Yrs:		
	9-12	101
Recommended Acres:		47.0
Existing Acres:		44.01

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	35,166.00
Base Grant - Over 50Yr	**$**	1,172,206.00
Fire Detection	**$**	19,796.00
Small Size Project	**$**	46,888.00
Total State Share (60%)		1,274,056.00
Applicant Share (40%)		849,370.67
Total Project Cost	**$**	**2,123,426.67**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	La Canada Unified	**PTN:**	64659 - 27
Application No:	57/64659-00-009	**County:**	Los Angeles
School Name:	Palm Crest Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 2,100,084.00	$ 2,100,084.00
Applicant Share					
District Contribution				1,400,056.00	
Total			**$ 0.00**	**$ 3,500,140.00**	**$ 2,100,084.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	0
	Non-Severe:	0
Pupils Assigned Over 50 Yrs:	**K-6:**	215
	Non-Severe:	8
Recommended Acres:		9.9
Existing Acres:		6.43

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	109,775.00
Base Grant - Over 50Yr	**$**	1,945,273.00
Fire Detection	**$**	45,036.00
Total State Share (60%)		2,100,084.00
Applicant Share (40%)		1,400,056.00
Total Project Cost	**$**	**3,500,140.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Temecula Valley Unified	**PTN:**	75192 - 193
Application No:	57/75192-00-020	**County:**	Riverside
School Name:	Vintage Hills Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 5,393,052.00	$ 5,393,052.00
Applicant Share					
District Contribution				3,595,368.00	
Total			**$ 0.00**	**$ 8,988,420.00**	**$ 5,393,052.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	786
	Non-Severe:	26
Recommended Acres:		9.9
Existing Acres:		11.4

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	152,318.00
Base Grant - Under 50Yr	**$**	5,077,266.00
Fire Detection	**$**	163,468.00
Total State Share (60%)		5,393,052.00
Applicant Share (40%)		3,595,368.00
Total Project Cost	**$**	**8,988,420.00**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Pomona Unified	**PTN:**	64907 - 205,244
Application No:	57/64907-00-048	**County:**	Los Angeles
School Name:	Allison Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 685,957.00	$ 685,957.00
Applicant Share					
District Contribution				457,304.67	
Total			**$ 0.00**	**$ 1,143,261.67**	**$ 685,957.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	69
	Non-Severe:	14
Recommended Acres:		5.7
Existing Acres:		9.8

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	17,895.00
Base Grant - Under 50Yr	**$**	596,484.00
Small Size Project	**$**	71,578.00
Total State Share (60%)		685,957.00
Applicant Share (40%)		457,304.67
Total Project Cost	**$**	**1,143,261.67**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Capistrano Unified	**PTN:**	66464 - 173,174
Application No:	57/66464-00-026	**County:**	Orange
School Name:	Tesoro High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 1,790,189.00	**$** 1,790,189.00
Applicant Share					
District Contribution				1,193,459.33	
Total			**$** **0.00**	**$** **2,983,648.33**	**$** **1,790,189.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		High School
Pupils Assigned Under 50 Yrs:		
	9-12	208
Recommended Acres:		55.2
Existing Acres:		44.0

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	52,141.00
Base Grant - Under 50Yr	**$**	1,738,048.00
Total State Share (60%)		1,790,189.00
Applicant Share (40%)		1,193,459.33
Total Project Cost	**$**	**2,983,648.33**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Plumas Lake Elementary	**PTN:**	72744 - 15
Application No:	50/72744-00-004	**County:**	Yuba
School Name:	Rio Del Oro Elementary	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 989,634.00	**$** 989,634.00
Applicant Share					
District Contribution				989,634.00	
Total			**$ 0.00**	**$ 1,979,268.00**	**$ 989,634.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Elementary School
Pupils Assigned:	**K-6:** 50
Number of Classrooms:	2
Addition to Existing Site:	No
Master Plan Acres:	10.2
Recommended Acres:	10.2
Existing Acres:	10.55
Proposed Acres:	0.0

PROGRAM GRANT DATA

Automatic Sprinkler System	**$**	13,250.00
Base Grant	**$**	792,350.00
Fire Detection	**$**	950.00
Project Assistance	**$**	9,692.00
Service Site Development	**$**	62,629.00
Small Size Project	**$**	95,082.00
Utilities	**$**	15,681.00
Total State Share (50%)		989,634.00
Applicant Share (50%)		989,634.00
Total Project Cost	**$**	**1,979,268.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Plumas Lake Elementary	**PTN:**	72744 - 16
Application No:	50/72744-00-005	**County:**	Yuba
School Name:	Cobblestone Elementary	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 974,484.00	**$** 974,484.00
Applicant Share					
District Contribution				974,484.00	
Total			**$ 0.00**	**$ 1,948,968.00**	**$ 974,484.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Elementary School
Pupils Assigned:	**K-6:** 50
Number of Classrooms:	2
Addition to Existing Site:	No
Master Plan Acres:	9.9
Recommended Acres:	9.9
Existing Acres:	8.0
Proposed Acres:	0.0

PROGRAM GRANT DATA

Automatic Sprinkler System	**$**	13,250.00
Base Grant	**$**	792,350.00
Fire Detection	**$**	950.00
Project Assistance	**$**	9,692.00
Service Site Development	**$**	55,079.00
Small Size Project	**$**	95,082.00
Utilities	**$**	8,081.00
Total State Share (50%)		974,484.00
Applicant Share (50%)		974,484.00
Total Project Cost	**$**	**1,948,968.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Pomona Unified	**PTN:**	64907 - 188,208,246,257
Application No:	57/64907-00-049	**County:**	Los Angeles
School Name:	Harrison Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 988,903.00	**$** 988,903.00
Applicant Share					
District Contribution				659,268.67	
Total			**$ 0.00**	**$ 1,648,171.67**	**$ 988,903.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	96
	Non-Severe:	0
	Severe:	3
Pupils Assigned Over 50 Yrs:	**K-6:**	26
	Non-Severe:	1
	Severe:	1
Recommended Acres:		7.5
Existing Acres:		9.2

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	26,985.00
Base Grant - Over 50Yr	**$**	262,544.00
Base Grant - Under 50Yr	**$**	636,960.00
Fire Detection	**$**	26,434.00
Small Size Project	**$**	35,980.00
Total State Share (60%)		988,903.00
Applicant Share (40%)		659,268.67
Total Project Cost	**$**	**1,648,171.67**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Patterson Joint Unified	**PTN:**	71217 - 57
Application No:	50/71217-00-013	**County:**	Stanislaus
School Name:	Apricot Valley	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 2,154,781.00	**$** 2,154,781.00
Applicant Share					
District Contribution				2,154,781.00	
Total			**$** **0.00**	**$** **4,309,562.00**	**$** **2,154,781.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Elementary School
Pupils Assigned:	
9-12:	44
Non-Severe:	26
Number of Classrooms:	4
Addition to Existing Site:	No
Use of Grants 1859.77.3(a):	No
Use of Grants 1859.77.3(b):	Yes
Master Plan Acres:	14.7
Recommended Acres:	12.1
Existing Acres:	11.5

PROGRAM GRANT DATA

Automatic Sprinkler System	**$**	29,088.00
Base Grant	**$**	1,712,720.00
Fire Detection	**$**	3,304.00
Service Site Development	**$**	112,472.00
Small Size Project	**$**	205,526.00
Utilities	**$**	91,671.00
Total State Share (50%)		2,154,781.00
Applicant Share (50%)		2,154,781.00
Total Project Cost	**$**	**4,309,562.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Patterson Joint Unified	**PTN:**	71217 - 56
Application No:	50/71217-00-014	**County:**	Stanislaus
School Name:	Las Palmas Elementary	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 2,752,337.00	**$** 2,752,337.00
Applicant Share					
District Contribution				2,752,337.00	
Total			**$ 0.00**	**$ 5,504,674.00**	**$ 2,752,337.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Elementary School
Pupils Assigned:	
9-12:	75
Non-Severe:	26
Number of Classrooms:	5
Addition to Existing Site:	No
Use of Grants 1859.77.3(a):	No
Use of Grants 1859.77.3(b):	Yes
Master Plan Acres:	14.4
Recommended Acres:	11.8
Existing Acres:	9.91
Proposed Acres:	0.0

PROGRAM GRANT DATA

Base Grant	**$**	2,373,857.00
Fire Detection	**$**	4,606.00
Service Site Development	**$**	155,873.00
Small Size Project	**$**	94,954.00
Utilities	**$**	123,047.00
Total State Share (50%)		2,752,337.00
Applicant Share (50%)		2,752,337.00
Total Project Cost	**$**	**5,504,674.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Los Angeles Unified	**PTN:**	64733 - 6073
Application No:	57/64733-00-741	**County:**	Los Angeles
School Name:	Ninety-Second Street Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 7,216,535.00	$ 7,216,535.00
Applicant Share					
District Contribution				4,811,023.33	
Total			**$ 0.00**	**$ 12,027,558.33**	**$ 7,216,535.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	174
Pupils Assigned Over 50 Yrs:	**K-6:**	535
Recommended Acres:		15.5
Existing Acres:		6.06

PROGRAM GRANT DATA

2 Stop Elevator	**$**	161,215.00
Accessibility Fire Grant	**$**	166,045.00
Base Grant - Over 50Yr	**$**	4,484,905.00
Base Grant - Under 50Yr	**$**	1,049,916.00
Fire Detection	**$**	138,964.00
Urban / Security / Impacted Site	**$**	1,215,490.00
Total State Share (60%)		7,216,535.00
Applicant Share (40%)		4,811,023.33
Total Project Cost	**$**	**12,027,558.33**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	San Juan Unified	**PTN:**	67447 - 579
Application No:	57/67447-00-078	**County:**	Sacramento
School Name:	San Juan High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	$ 4,073,250.00	$ 4,073,250.00
Applicant Share					
District Contribution				2,715,500.00	
Total			**$ 0.00**	**$ 6,788,750.00**	**$ 4,073,250.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		High School
Pupils Assigned Under 50 Yrs:		
	9-12	295
	Non-Severe:	36
Pupils Assigned Over 50 Yrs:		
	9-12	75
	Non-Severe:	4
Recommended Acres:		29.6
Existing Acres:		34.14

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	116,104.00
Base Grant - Over 50Yr	**$**	941,914.00
Base Grant - Under 50Yr	**$**	2,928,232.00
Fire Detection	**$**	87,000.00
Total State Share (60%)		4,073,250.00
Applicant Share (40%)		2,715,500.00
Total Project Cost	**$**	**6,788,750.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Waterford Unified	**PTN:**	75572 - 30,31,33
Application No:	57/75572-00-005	**County:**	Stanislaus
School Name:	Waterford Junior High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 2,406,109.00	**$** 2,406,109.00
Applicant Share					
District Contribution				1,604,072.67	
Total			**$ 0.00**	**$ 4,010,181.67**	**$ 2,406,109.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Middle School
Pupils Assigned Under 50 Yrs:		
	7-8:	117
	Non-Severe:	19
	Severe:	3
Pupils Assigned Over 50 Yrs:		
	7-8:	94
	Non-Severe:	16
	Severe:	4
Recommended Acres:		9.1
Existing Acres:		9.5

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	68,247.00
Base Grant - Over 50Yr	**$**	1,226,140.00
Base Grant - Under 50Yr	**$**	1,048,746.00
Fire Detection	**$**	57,806.00
Project Assistance	**$**	5,170.00
Total State Share (60%)		2,406,109.00
Applicant Share (40%)		1,604,072.67
Total Project Cost	**$**	**4,010,181.67**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Waterford Unified	**PTN:**	75572 - 29,35
Application No:	57/75572-00-006	**County:**	Stanislaus
School Name:	Moon (Richard M.) School		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 619,302.00	**$** 619,302.00
Applicant Share					
District Contribution				412,868.00	
Total			**$** **0.00**	**$** **1,032,170.00**	**$** **619,302.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	99
Pupils Assigned Over 50 Yrs:	**K-6:**	2
Recommended Acres:		5.8
Existing Acres:		5.68

PROGRAM GRANT DATA

Base Grant - Over 50Yr	**$**	16,766.00
Base Grant - Under 50Yr	**$**	597,366.00
Project Assistance	**$**	5,170.00
Total State Share (60%)		619,302.00
Applicant Share (40%)		412,868.00
Total Project Cost	**$**	**1,032,170.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

APPLICANT DATA

Applicant:	Banta Unified	**PTN:**	77388 - 11
Application No:	50/77388-00-003	**County:**	San Joaquin
School Name:	Epic Academy	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 30,451,642.00	**$** 30,451,642.00
Applicant Share					
District Contribution				30,451,642.00	
Total			**$** **0.00**	**$** **60,903,284.00**	**$** **30,451,642.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned:	**K-6:**	925
	7-8:	270
	Non-Severe:	26
Number of Classrooms:		49
Addition to Existing Site:		No
Master Plan Acres:		21.7
Recommended Acres:		20.7
Proposed Acres:		13.23

PROGRAM GRANT DATA

2% of Appraised or Actual Value	**$**	200,000.00
Automatic Sprinkler System	**$**	345,327.00
Base Grant	**$**	19,958,277.00
DTSC Fees	**$**	10,250.00
Fire Detection	**$**	25,781.00
General Site	**$**	1,561,044.00
NC Site Acquisition	**$**	5,000,000.00
Off Site	**$**	950,949.00
Service Site Development	**$**	2,235,889.00
Utilities	**$**	164,125.00
Total State Share (50%)		30,451,642.00
Applicant Share (50%)		30,451,642.00
Total Project Cost	**$**	**60,903,284.00**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Greenfield Union	**PTN:**	63503 - 85
Application No:	57/63503-00-011	**County:**	Kern
School Name:	Fairview Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	$	$ 4,927,171.00	$ 4,927,171.00
Applicant Share					
District Contribution				3,284,780.67	
Total			$ **0.00**	$ **8,211,951.67**	$ **4,927,171.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	47
	Non-Severe:	0
	Severe:	0
Pupils Assigned Over 50 Yrs:	**K-6:**	491
	Non-Severe:	2
	Severe:	9
Recommended Acres:		9.8
Existing Acres:		10.0

PROGRAM GRANT DATA

Accessibility Fire Grant	$	140,276.00
Base Grant - Over 50Yr	$	4,392,265.00
Base Grant - Under 50Yr	$	283,598.00
Fire Detection	$	111,032.00
Total State Share (60%)		4,927,171.00
Applicant Share (40%)		3,284,780.67
Total Project Cost	$	**8,211,951.67**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Mountain View Whisman Elementary	**PTN:**	69591 - 084,75
Application No:	57/69591-00-007	**County:**	Santa Clara
School Name:	Landels (Edith) Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 2,032,765.00	**$** 2,032,765.00
Applicant Share					
District Contribution				1,355,176.67	
Total			**$ 0.00**	**$ 3,387,941.67**	**$ 2,032,765.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	77
Pupils Assigned Over 50 Yrs:	**K-6:**	180
Recommended Acres:		9.9
Existing Acres:		10.39

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	59,207.00
Base Grant - Over 50Yr	**$**	1,508,940.00
Base Grant - Under 50Yr	**$**	464,618.00
Total State Share (60%)		2,032,765.00
Applicant Share (40%)		1,355,176.67
Total Project Cost	**$**	**3,387,941.67**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Mountain View Whisman Elementary	**PTN:**	69591 - 73
Application No:	57/69591-00-009	**County:**	Santa Clara
School Name:	Bubb (Benjamin) Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 2,509,083.00	**$** 2,509,083.00
Applicant Share					
District Contribution				1,672,722.00	
Total			**$ 0.00**	**$ 4,181,805.00**	**$ 2,509,083.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	55
Pupils Assigned Over 50 Yrs:	**K-6:**	251
Recommended Acres:		7.3
Existing Acres:		9.55

PROGRAM GRANT DATA

Accessibility Fire Grant	**$**	73,080.00
Base Grant - Over 50Yr	**$**	2,104,133.00
Base Grant - Under 50Yr	**$**	331,870.00
Total State Share (60%)		2,509,083.00
Applicant Share (40%)		1,672,722.00
Total Project Cost	**$**	**4,181,805.00**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Mountain View-Los Altos Union High	**PTN:**	69609 - 48
Application No:	57/69609-00-007	**County:**	Santa Clara
School Name:	Mountain View High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	$	$ 1,925,704.00	$ 1,925,704.00
Applicant Share					
District Contribution				1,283,802.67	
Total			$ **0.00**	$ **3,209,506.67**	$ **1,925,704.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		High School
Pupils Assigned Under 50 Yrs:		
	9-12	18
	Non-Severe:	1
Pupils Assigned Over 50 Yrs:		
	9-12	118
	Non-Severe:	5
Recommended Acres:		55.3
Existing Acres:		38.93

PROGRAM GRANT DATA

2 Stop Elevator	$	161,215.00
Accessibility Fire Grant	$	48,663.00
Base Grant - Over 50Yr	$	1,458,838.00
Base Grant - Under 50Yr	$	163,275.00
Fire Detection	$	28,828.00
Small Size Project	$	64,885.00
Total State Share (60%)		1,925,704.00
Applicant Share (40%)		1,283,802.67
Total Project Cost	$	**3,209,506.67**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Hanford Elementary	**PTN:**	63917 - 41
Application No:	57/63917-00-011	**County:**	Kings
School Name:	Richmond (Lee) Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	**$**	**$** 609,434.00	**$** 609,434.00
Applicant Share					
District Contribution				406,289.33	
Total			**$ 0.00**	**$ 1,015,723.33**	**$ 609,434.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:		Elementary School
Pupils Assigned Under 50 Yrs:	**K-6:**	101
Recommended Acres:		9.6
Existing Acres:		8.9

PROGRAM GRANT DATA

Base Grant - Under 50Yr	**$**	609,434.00
Total State Share (60%)		609,434.00
Applicant Share (40%)		406,289.33
Total Project Cost	**$**	**1,015,723.33**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	San Benito High	**PTN:**	67538 - 38
Application No:	50/67538-00-004	**County:**	San Benito
School Name:	Hollister High (Aka San Benito High)	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-500**	**2**	**$**	**$** 235,697.00	**$** 235,697.00
Applicant Share					
District Contribution				235,697.00	
Total			**$** **0.00**	**$** **471,394.00**	**$** **235,697.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	High School
Pupils Assigned:	
9-12:	1
Number of Classrooms:	1
Addition to Existing Site:	No
Master Plan Acres:	73.5
Recommended Acres:	73.5
Existing Acres:	116.35

PROGRAM GRANT DATA

Base Grant	**$**	21,327.00
Fire Detection	**$**	42.00
Service Site Development	**$**	144,575.00
Small Size Project	**$**	2,559.00
Utilities	**$**	67,194.00
Total State Share (50%)		235,697.00
Applicant Share (50%)		235,697.00
Total Project Cost	**$**	**471,394.00**

STIPULATED TERMS & NEXT STEPS

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Palm Springs Unified	**PTN:**	67173 - 234
Application No:	57/67173-00-013	**County:**	Riverside
School Name:	Palm Springs High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Mod/Add. Grant	**902-570**	**2**	$ 18,163,581.00	$ 512,057.00	$ 512,057.00
Applicant Share					
District Contribution			12,109,054.00	341,371.33	
Total			**$ 30,272,635.00**	**$ 853,428.33**	**$ 512,057.00**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	High School
Pupils Assigned Under 50 Yrs:	
9-12	1781
Non-Severe:	48
Pupils Assigned Over 50 Yrs:	
9-12	75
Non-Severe:	3
Recommended Acres:	47.0
Existing Acres:	41.9

PROGRAM GRANT DATA

Accessibility Fire Grant	$	980,384.00
Base Grant - Over 50Yr	$	924,048.00
Base Grant - Under 50Yr	$	15,499,652.00
Fire Detection	$	382,238.00
Geographic Location	$	889,316.00
Total State Share (60%)		18,675,638.00
Applicant Share (40%)		12,450,425.33
Total Project Cost	$	**31,126,063.33**

STIPULATED TERMS & NEXT STEPS

This action amends the prior board action from the May 28, 2025, SAB. The District is requesting the 60% minimum FLS/ADA instead of the 3% base grant option and as a result, this amended shell reflects a full and final approval.

This project shall maintain its previously approved unfunded approval date of May 28, 2025.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

APPLICANT DATA

Applicant:	Dunsmuir Joint Union High	**PTN:**	70250 - 4
Application No:	51/70250-00-001	**County:**	Siskiyou
School Name:	Dunsmuir High	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Facility Hardship Grant	**902-500**	**2**	$ 1,471,152.00	$ 360,919.14	$ 360,919.14
Applicant Share					
District Contribution			1,471,152.00	153,514.86	
Total			**$ 2,942,304.00**	**$ 514,434.00**	**$ 360,919.14**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	High School
Addition to Existing Site:	No
Recommended Acres:	19.2
Existing Acres:	5
Geographic Location	5%
Fac. Hardship Replacement	
Toilet (sq. ft.):	0.00
Fac. Hardship Replacement	
Other (sq. ft.):	5,621.00
Local Funding Adjustment Points	9

PROGRAM GRANT DATA

Facility Hardship Replacement Other	$	1,461,460.00
Geographic Location		81,842.00
Small Size Project		175,375.00
Project Assistance	$	9,692.00
Subtotal/State Share (50%)		1,728,369.00
Subtotal/Applicant Share (50%)		1,728,369.00
Subtotal - Total Project Cost	$	**3,456,738.00**
Local Funding Adjustment (3%)	$	103,702.14
Total State Share (53%)		1,832,071.14
Applicant Share (47%)		1,624,666.86
Total Project Cost	$	**3,456,738.00**

STIPULATED TERMS & NEXT STEPS

This project is being amended as a result of the addition of the Excessive Cost Hardship Grants for Geographic Location and Small Size Project, which were not included in the previous unfunded approval.

In accordance with the SAB approval on April 23, 2025, this application qualifies for a Local Funding Adjustment pursuant to Education Code Section 17070.59. The required matching share from local sources is shown at the 50/50 State Share (New Construction) and has been adjusted based on the applicant's points.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

This project shall maintain its previously approved unfunded approval date of April 23, 2025.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Konocti Unified	**PTN:**	64022 - 103
Application No:	51/64022-00-001	**County:**	Lake
School Name:	Lower Lake High	**Filing Basis:**	District-wide

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Facility Hardship Grant	**902-500**	**2**	$ 1,599,169.00	$ 229,147.61	$ 229,147.61
Applicant Share					
District Contribution			1,599,169.00	22,168.39	
Total			**$ 3,198,338.00**	**$ 251,316.00**	**$ 229,147.61**

Funding Source: **Proposition 2 Bonds/2024-Nov.**

APPLICATION DATA

Type of Project:	High School
Number of Clasrooms	4
Addition to Existing Site:	No
Master Plan Acres:	33.00
Recommended Acres:	33.00
Existing Acres:	21.91
Geographic Location	5%
Fac. Hardship Replacement	
Toilet (sq. ft.):	74.00
Fac. Hardship Replacement	
Other (sq. ft.):	4,799.00
Local Funding Adjustment Points	9

PROGRAM GRANT DATA

Facility Hardship Replacement Other	$	1,247,740.00
Facility Hardship Replacement Toilets		34,484.00
Multlevel Construction		153,867.00
Service Site Development		138,687.00
Utilites		24,391.00
Geographic Location		74,369.00
Small Size Project		51,289.00
Subtotal/State Share (50%)		1,724,827.00
Subtotal/Applicant Share (50%)		1,724,827.00
Subtotal - Total Project Cost	$	**3,449,654.00**
Local Funding Adjustment (3%)	$	103,489.61
Total State Share (53%)		1,828,316.61
Applicant Share (47%)		1,621,337.39
Total Project Cost	$	**3,449,654.00**

STIPULATED TERMS & NEXT STEPS

This project is being amended as a result of the addition of the Excessive Cost Hardship Grants for Geographic Location and Small Size Project, which were not included in the previous unfunded approval.

In accordance with the SAB approval on May 28, 2025, this application qualifies for a Local Funding Adjustment pursuant to Education Code Section 17070.59. The required matching share from local sources is shown at the 50/50 State Share (New Construction) and has been adjusted based on the applicant's points.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

This project shall maintain its previously approved unfunded approval date of May 28, 2025.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

APPLICANT DATA

Applicant:	Buellton Union Elementary	**PTN:**	69138 - 11
Application No:	58/69138-00-001	**County:**	Santa Barbara
School Name:	Jonata Middle		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Facility Hardship Grant	**902-570**	**2**	**$** 109,853.00	**$** 1,830.88	**$** 1,830.88
Applicant Share					
District Contribution			73,235.00	(1,830.88)	
Total			**$ 183,088.00**	**$ 0.00**	**$ 1,830.88**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Middle School
Recommended Acres	**6.7**
Existing Acres	**8.8**
Local Funding Adjustment Points	**7**

PROGRAM GRANT DATA

Rehabilitation	**$**	104,683.00
Project Assistance	**$**	5,170.00
Subtotal/State Share (60%)		109,853.00
Subtotal/Applicant Share (40%)		73,235.00
Subtotal - Total Project Cost		**183,088.00**
Local Funding Adjustment (1%)	**$**	1,830.88
Total State Share (61%)		111,683.88
Applicant Share (39%)		71,404.12
Total Project Cost	**$**	**183,088.00**

STIPULATED TERMS & NEXT STEPS

This project is being amended as a result of the addition of the additional grant for the Local Funding Adjustment, which was not included in the previous unfunded approval.

In accordance with the SAB approval on April 23, 2025, this application qualifies for a Local Funding Adjustment pursuant to Education Code Section 17070.59. The required matching share from local sources is shown at the 60/40 State Share (Modernization) and has been adjusted based on the applicant's points.

This project shall maintain its previously approved unfunded approval date of April 23, 2025.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

SCHOOL FACILITY PROGRAM
SUBSTANTIAL PROGRESS TIME EXTENSIONS
(Design/Site)

PURPOSE OF REPORT

To present the Districts' requests for a time extension to show substantial progress for the School Facility Program (SFP) projects attached.

DESCRIPTION

The SFP regulations requires that a District which receives a design grant approval must demonstrate substantial progress has been made on the project within 18 months of receiving the fund release. Evidence of substantial progress can be demonstrated by showing any of the following:

1. Submittal of an approved New Construction or Modernization Adjusted Grant funding application.
2. Submittal of a Districts certification that the final building plans for the project have been submitted to and accepted by the Division of the State Architect (DSA) for review and approval.
3. Submittal of an approved separate site funding application pursuant to Section 1859.81.1(a) or an approved environmental hardship funding application pursuant to Section 1859.75.1.
4. Submittal to the Office of Public School Construction (OPSC) of evidence satisfactory to the State Allocation Board (SAB) detailing the reason(s) that plans have not been completed and accepted by the DSA.

AUTHORITY

Pursuant to Regulation Section 1859.105 (c)(4), sufficient evidence of substantial progress shall include other evidence satisfactory to the SAB detailing the reason(s) that plans have not been completed and accepted by the DSA. If the SAB determines that substantial progress has been made, the SAB shall condition its finding of substantial progress upon the District commitment to complete and submit an Approved Adjusted Grant application within 18 months from the date of the SAB's determination of substantial progress.

STAFF COMMENTS

The Attachment represents the project applications in which the Districts received a design grant apportionment and a subsequent fund release. The Districts have submitted acceptable explanation of why a substantial progress extension is required. Staff recommends approval of the request for additional time to submit evidence that Substantial Progress has been met on the design grants.

RECOMMENDATIONS

1. Approve the District's request for a determination of substantial progress with regard to the SFP application, as indicated on the Attachment.
2. Failure to comply with either requirement as indicated on the Attachment will result in the project apportionment being reduced to costs incurred or rescinded.

ATTACHMENT

Substantial Progress Time Extensions
SCHOOL FACILITY PROGRAM
State Allocation Board Meeting, August 19, 2025

	Project Numbers	***School District / County / School Name***	***Summary of School District Narrative***	***Staff Recommendations***
Design Grant	50/62836-00-004	Garfield Elementary Humboldt Garfield Elementary	The project received a Design Grant apportionment on December 4, 2023. Because the Garfield Elementary School District has been focused on the Transitional Kindergarten project which has required a significant amount of attention, plans for the new construction project have not been completed due to limited staff being available to manage two projects at the same time. The District is in the process of working with an architect to determine the project scope and begin drawing plans. The District respectfully requests an extension to the 18-month deadline.	1. Require the District to submit acceptable plans to the DSA by February 19, 2026. 2. Require the District to submit a complete and approvable Adjusted Grant funding application to OPSC by February 19, 2027. If both conditions are not met by February 19, 2027, OPSC will proceed to rescind or reduce the project to costs incurred.
Design Grant	57/70078-00-002	North Cow Creek Elementary Shasta North Cow Creek Elementary	The project received a Design Grant apportionment on December 4, 2023. The North Cow Creek Elementary School District has encountered challenges in identifying a shade structure that meets the required snow load, which impacted the ability to move forward with the project in a timely manner. Additionally, securing governing board approval on the final design required additional coordination. The plans are currently under review at DSA, and the CDE submission is in process. Given these challenges, the District would like to request an extension to the 18-month deadline.	1. Require the District to submit acceptable plans to the DSA by January 30, 2026. 2. Require the District to submit a complete and approvable Adjusted Grant funding application to OPSC by February 19, 2027. If both conditions are not met by February 19, 2027, OPSC will proceed to rescind or reduce the project to costs incurred.

	Project Numbers	***School District / County / School Name***	***Summary of School District Narrative***	***Staff Recommendations***
Design Grant	57/70086-00-001	Oak Run Elementary Shasta Oak Run Elementary	The project received a Design Grant apportionment on December 4, 2023. The Oak Run Union Elementary School District requests an extension to the 18-month deadline due to unforeseen circumstances within the District. During the 2024-2025 school year, the previous Superintendent was experiencing a serious health issue with a family member, which significantly impacted moving forward with designing the project. Additionally, the District has faced staff turnover during this period, further complicating the ability to meet the original deadline. As a small district, the superintendent's involvement is critical to move forward with hiring an architect and moving forward with plans. Given these challenges, the District would like to request an extension to the 18-month deadline.	1. Require the District to submit acceptable plans to the DSA by January 30, 2026. 2. Require the District to submit a complete and approvable Adjusted Grant funding application to OPSC by February 19, 2027. If both conditions are not met by February 19, 2027, OPSC will proceed to rescind or reduce the project to costs incurred.

State of California
State Allocation Board

CALIFORNIA PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM

This Resolution of the State Allocation Board (hereafter referred to as the "Board") is applicable to the appropriate sections of the Education Code and is described and filed in the office of the Executive Officer and will be made available to all interested parties as the Resolution pertains to the documents attached hereto. Said documents were acted upon by the Board at its meeting on August 19, 2025.

WHEREAS, the Board has determined to be approvable a number of projects for new construction or retrofit eligibility of California preschool, transitional kindergarten and/or kindergarten facilities for school districts, it is making apportionments and/or adjustments for the grant amounts for projects that meet the Board's criteria for the apportionment of grants pursuant to Education Code Section 17375.

NOW THEREFORE, BE IT RESOLVED:

1. The Board anticipates that the school district(s) will pay certain capital expenditures in connection with some or all of the project(s) cost.

2. The Board, acting on behalf of the State, hereby declares that it is the State's official intent to use General Fund proceeds that are available for such purpose, consistent with the requirements of law that are in effect at the time the funds are available, to provide grants, in accordance with applicable laws and regulations.

3. This Resolution shall be continuously available for inspection by the general public during normal business hours at the office of the Board at 707 3rd Street, 3rd Floor, West Sacramento, California, commencing within one week after the date of enactment of this Resolution.

SCHOOL DISTRICT DATA

Application No: 70/63099-00-001 **County:** Imperial
School District: Calexico Unified **School Name:** Kennedy Gardens

PROJECT DATA

Type of Project:	New Construction	**Application Filing Basis:**	Site Specific
Total Pupils Assigned:	25	**Total Classrooms:**	1
Preschool:	0	Preschool:	0
Transitional K:	25	Transitional K:	1
Kindergarten:	0	Kindergarten:	0
Financial Hardship Requested:	No	**Recommended Acres:**	
Preference Points:	25	**Existing Acres:**	

ADJUSTED GRANT DATA

TK New Construction	$ 399,575.00
Fire Detection/Alarm	475.00
Site Development	139,851.00
Conversion Grant	269,951.00
State Grant Total	809,852.00
District Share	269,950.00
Total Project Cost	$ 1,079,802.00

PROJECT FINANCING

State Share	
This Project	$ 809,852.00
District Share	
Cash Contribution	269,950.00
Financial Hardship	
Total Project Cost	$1,079,802.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Previously Authorized	Authorized This Action	Apportionment This Action
State Share				
New Construction/Additional Grant	1027-2122	**$** 819,903.00	**$**(10,051.00)	**$** (10,051.00)
District Share				
Cash Contribution		273,300.00	(3,350.00)	
Financial Hardship				
Total		**$ 1,093,203.00**	**$(13,401.00)**	**$ (10,051.00)**

Funding Source: General Fund California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program

This project is being amended as a result of the removal of the previously authorized additional grant for automatic sprinkler system, which was not included in the approved plans and specifications

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

This project is subject to the Grant Agreement submittal pursuant to Regulation Section 1860.17.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

Advance funds in the amount of $159,830.00 were previously released to the District. The remaining funds in the amount of $650,022.00 ($1,079,802.00 less advance funds released and available district contribution) will be released by OPSC upon the receipt of a valid, signed Grant Agreement as specified in Regulation Section 1860.17 and a complete Fund Release Request (Form SAB 70-02)

Pursuant to Regulation Section 1860.19(b)(4), any savings, including interest, unexpended or unencumbered after one year from the completion of the project, as specified in Section 1860.18, must be returned to the State.

SCHOOL DISTRICT DATA

Application No: 70/76505-00-003
County: Sacramento
School District: Twin Rivers Unified
School Name: Madison Elementary

PROJECT DATA

Type of Project:	New Construction	**Application Filing Basis:**	Site Specific
Total Pupils Assigned:	75	**Total Classrooms:**	3
Preschool:	0	Preschool:	0
Transitional K:	75	Transitional K:	3
Kindergarten:	0	Kindergarten:	0
Financial Hardship Requested:	No	**Recommended Acres:**	
Preference Points:	25	**Existing Acres:**	

ADJUSTED GRANT DATA

TK New Construction	$1,198,725.00
Automatic Fire Detection/Alarm	1,425.00
Site Development	419,554.00
Conversion Grant	809,852.00
State Grant Total	2,429,556.00
District Share	809,852.00
Total Project Cost	$ 3,239,408.00

PROJECT FINANCING

State Share	
This Project	$2,429,556.00
District Share	
Cash Contribution	809,852.00
Financial Hardship	
Total Project Cost	$ 3,239,408.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Previously Authorized	Authorized This Action	Apportionment This Action
State Share				
New Construction/Additional Grant	1027-2122	**$** 4,372,811.00	**$** (1,943,255.00)	**$** (1,943,255.00)
District Share				
Cash Contribution		2,186,405.00	(1,376,553.00)	
Financial Hardship				
Total		**$** 6,559,216.00	**$** (3,319,808.00)	**$** (1,943,255.00)

Funding Source: General Fund California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program

This project is being amended as a result of the removal of the previously authorized grants for one transitional kindergarten, two full day kindergarten classrooms, and an automatic sprinkler system, which will no longer be included in the approved plans and specifications.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

This project is subject to the Grant Agreement submittal pursuant to Regulation Section 1860.17.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

Advance funds in the amount of $958,980.00 were previously released to the District. The remaining funds in the amount of $1,470,576.00 ($3,239,408.00 less advance funds released and available district contribution) will be released by OPSC upon the receipt of a valid, signed Grant Agreement as specified in Regulation Section 1860.17 and a complete Fund Release Request (Form SAB 70-02).

Pursuant to Regulation Section 1860.19(b)(4), any savings, including interest, unexpended or unencumbered after one year from the completion of the project, as specified in Section 1860.18, must be returned to the State.

CALIFORNIA PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM FUND RELEASE TIME EXTENSIONS

PURPOSE OF REPORT

To present school districts' requests for an extension to the deadline to submit a Fund Release Authorization (Form SAB 70-02) for previously approved California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program (Program) funding applications.

DESCRIPTION

Program regulations require that school districts participating in the Program must submit a complete Form SAB 70-02 within 18 months of receiving an apportionment. In addition to the complete Form, applicants must also enter into a binding contract for at least 90 percent of the building construction activities of the project. If the school district is unable to meet this requirement, the school district may submit in writing other evidence satisfactory to the State Allocation Board (Board) of circumstances beyond the control of the school district that precludes the school district from submitting a complete Form SAB 70-02 within 18 months. A complete form is inclusive of a California Department of Education (CDE) plan approval and the Division of the State Architect (DSA)-approved plans and specifications for the project. The school districts listed on Attachment A have submitted written requests for an extension to the Office of Public School Construction (OPSC). Therefore, OPSC is presenting these requests to the Board for consideration.

AUTHORITY

Regulation Section 1860.16(f) states, in part:

> For an Apportionment received pursuant to Section 1860.7(b) and 1860.7(d), where submittal of the necessary CDE plan approval and/or DSA-approved plans and specifications were not required at the time the Board granted an Apportionment, the school district has up to 18 months to submit the required approvals and a complete *Fund Release Request* (Form SAB 70-02) from the date of the first Apportionment. The school district may submit in writing other evidence satisfactory to the Board of circumstances beyond the control of the school district that precludes the school district from submitting the required CDE plan approval, DSA-approved plans and specifications, and a complete Form SAB 70-02 within 18 months from the date of the first Apportionment. If the required submittals or other evidence in writing are not received within 18 months of the first Apportionment, the Apportionment shall be rescinded, and the Full-Day Kindergarten Facilities Grant will return to the Program for reallocation without further Board action.
>
> (1) School districts submitting other evidence shall have up to three years from the date of the first Apportionment to submit the required approvals and a complete *Fund Release Authorization* (Form SAB 70-02). This shall not extend the deadline in Section 1860.18.

STAFF COMMENTS

OPSC received letters from four school districts requesting an extension to the 18-month Program deadline to submit a complete Form SAB 70-02 (Attachment B). OPSC reviewed each school district's letter and determined that they appear to demonstrate other evidence of circumstances beyond their control that preclude them from submitting a complete Form SAB 70-02 within the required time period. Attachment A includes the application numbers, school district names, a summary of the circumstances, the current due date, and the proposed new due date for each application. Staff recommends approval of the school districts' requests as shown on Attachment A.

The school districts are advised that approval of the extension does not extend the three-year deadline to complete the project and submit a complete Expenditure Report (Form SAB 70-03) with final expenditures.

RECOMMENDATION

Approve the school districts' request for a time extension to the fund release deadline as indicated for each application listed on Attachment A under the column heading "Staff Recommendations."

ATTACHMENT A

Program Fund Release Time Extensions
CALIFORNIA PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM (PROGRAM)
State Allocation Board Meeting, August 19, 2025

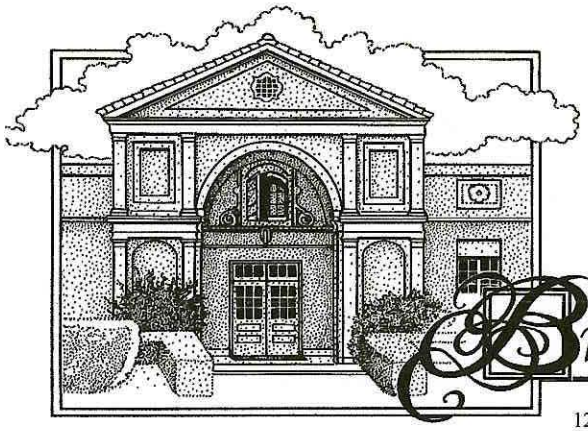
Application Number & Applicant	***Original Fund Release Deadline***	***Requested Extension Deadline***	***Summary of School District Narrative***	***Staff Recommendations***
70/72447-00-001 Briggs Elementary/ Ventura County Olivelands Elementary	April 28, 2024	August 15, 2025	The project received an apportionment for New Construction Design Advance on November 28, 2022, with Financial Hardship approval. A complete Form SAB 70-02 was originally due on April 28, 2024. The District received approval from the Board for extensions on three prior occasions as follows: 1) to January 31, 2025 2) to March 31, 2025 3) to June 30, 2025. Thus, this request is for a fourth extension. The District states that it continues to face unforeseen circumstances outside of its control. Following their initial extension request, the District obtained DSA plan approval for the project and awarded contracts for construction on April 10, 2025. However, the District is still working through final checklist items related to the CDE plan approval for the project and was unable to submit all required documents by the June 30th deadline. The District has also confirmed that the project is on track for completion by November 28, 2025. Therefore, the District is requesting an extension to August 15, 2025.	1. Approve the District's request for an extension to August 15, 2025. 2. Require the District to submit a complete Fund Release Authorization (Form SAB 70-02) by August 15, 2025, or the apportionment will be rescinded without further Board action.

ATTACHMENT A

Application Number & Applicant	***Original Fund Release Deadline***	***Requested Extension Deadline***	***Summary of School District Narrative***	***Staff Recommendations***
70/62836-00-001 Garfield Elementary/ Humboldt County Garfield Elementary	March 27, 2025	October 1, 2025	The project received an apportionment for New Construction Design Advance on September 27, 2023, with Financial Hardship approval. A complete Form SAB 70-02 was originally due on April 28, 2024. The District received approval from the Board for an extension until August 1, 2025. Thus, this request is for a second extension. Following their initial extension request, the District experienced additional unforeseen delays during the design and approval of the project plans. The District is unable to complete the bid process by the approved extension deadline of August 1, 2025. Therefore, the District is requesting a second extension to October 1, 2025.	1. Approve the District's request for an extension to October 1, 2025. 2. Require the District to submit a complete Fund Release Authorization (Form SAB 70-02) by October 1, 2025, or the apportionment will be rescinded without further Board action.
70/75515-00-002 Eureka City Schools/ Humboldt County Grant Elementary	March 27, 2025	October 1, 2025	The project received an apportionment for New Construction Design Advance on September 27, 2023, with Financial Hardship approval. A complete Form SAB 70-02 was originally due on April 28, 2024. The District received approval from the Board for an extension until August 1, 2025. Thus, this request is for a second extension. Following their initial extension request, the District experienced additional unforeseen delays during the design and approval of the project plans. The District is unable to complete the bid	1. Approve the District's request for an extension to October 1, 2025. 2. Require the District to submit a complete Fund Release Authorization (Form SAB 70-02) by October 1, 2025, or the apportionment will be rescinded without further Board action.

ATTACHMENT A

Application Number & Applicant	*Original Fund Release Deadline*	*Requested Extension Deadline*	*Summary of School District Narrative*	*Staff Recommendations*
			process by the approved extension deadline of August 1, 2025. Therefore, the District is requesting a second extension to October 1, 2025.	
70/61309-00-001 San Lorenzo Unified/ Alameda County Lorenzo Manor Elementary	June 4, 2025	December 3, 2025	The project received an apportionment for New Construction Design Advance on December 4, 2023. The District is requesting a fund release extension due to conditions beyond the District's control. The District initially experienced delays in the design and planning stages . The District awarded an initial construction services agreement on December 17, 2024. They subsequently submitted plans to DSA and CDE in January 2025 and anticipate receiving approvals by June 23, 2025. The District anticipates presenting final construction contracts to the school board for approval in September 2025, and beginning construction in October 2025. Therefore, the District is requesting an extension to December 3, 2025.	1. Approve the District's request for an extension to December 3, 2025. 2. Require the District to submit a complete Fund Release Authorization (Form SAB 70-02) by December 3, 2025, or the apportionment will be rescinded without further Board action.



Briggs School District

12465 Foothill Rd., Santa Paula, CA 93060 (805) 525-7540 FAX (805) 933-1111

June 27, 2025

Ms, Vanessa Rozvodovskyi
Project Manager, Program Services
Office of Public School Construction
Ziggurat Building
707 3rd Street
West Sacramento, CA 95605

RE: Briggs Elementary School District – Request for Additional Time on Fund Release Requirements
Transitional Kindergarten and Full Day Kindergarten Facilities Grant Program

Dear Ms. Rozvodovskyi:

The Briggs Elementary School District received a California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program New Construction Apportionment for application number 70/72447-00-001.

The District has received a fund release extension to June 30, 2025, due to unforeseen circumstances. However, additional unforeseen delays outside the District's control have necessitated an additional request for an extension. The District received final approval from DSA and has awarded the project to a general contractor. Currently, the District is working through final checklist items from the CDE for project approval (Form SFPD 4.07).

Once notified of funding approval, the District began the planning process. Please see the timeline below demonstrating the actions taken by the District in order to move the project forward:

September, 2023: Email intercepted from previous superintendent's mailbox
October, 2023: Review availability of architects
November 3, 2023: Arrange meeting between stakeholders

November 6, 2023: On-Site Meeting between District and Architect (19-6) to discuss the project program
November 7, 2023: Arranged for Fire Hydrant Flow Test

Dr. Carlos Dominguez, Superintendent
Trustees: Charles E. Alvarez, Judy Barrios, Jaime Padilla, Claudia Saucedo, Karen Schilbrack

November 8, 2023: Outreach to Civil Engineer (ECG) to secure services for surveying the site
November 15, 2023: Meeting on site with Ventura County Fire to review access requirements
November 30, 2023: Architecture firm submitted finalized proposal for design services
December 4, 2023: Scope of work sent to DSA Project Inspector for a quote to provide inspection services
December 13, 2023: Board Meeting approved contract with Architecture firm
January 9, 2024: PO/Contract issued to Civil Engineer, Encompass Consultant Group, to survey site
January 11, 2024: PO/Contract issued to Architecture firm, 19-6 Architects for design services
January 30, 2024: Civil Engineer performed topographical survey for the project location
February 14, 2024: Fire hydrant flow test performed
February 28, 2024: Civil Engineer provided topographic survey plans to District and Architect
March 15, 2024: Submitted Request for Qualification/Proposals for publication in the Ventura County Star
March 19 & 26, 2024: Request for Qualification/Proposals advertised for services to design, construct, deliver and install modular building
April 18, 2024: Met with legal counsel, determined a competitive bid process was proper approach
April 23, 2024: Notice sent to all firms regarding cancellation of RFQ/P process, competitive bid to follow
April 30, 2024: Submitted Notice to Contractors Calling for Bids for publication in the Ventura County Star
May 3 & 10, 2024: Notice to Contractors Calling for Bids advertised for services to construct, deliver and install modular building
May 13, 2024: Mandatory Jobwalk for contract for services to construct, deliver and install modular buildings
May 31, 2024: Bid Opening for contract for services to construct, deliver and install modular buildings
June 5, 2024: Board Meeting to award for contract for services to construct, deliver and install modular buildings
July 30, 2024: Meeting with architect, discuss progress on rest of project, site work, field, shade and play structures
August 8, 2024: Play structure needs discussion with consultants.
September 16, 2024: Meeting with play structure provider to discuss design and space requirements
October 1, 2024: Because of the decision to amplify play areas, the District met with a Civil Engineer to discuss retaining wall requirements, play, traffic and parking components
October 18, 2024: Owner-Architect Meeting to discuss project progress
October 22, 2024: Owner-Architect Meeting to discuss shade structure
October 23, 2024: Owner-Architect Meeting to discuss project progress
November 4, 2024: Project submitted to DSA. DSA did not reply for approximately 10 days at which point they replied asking for the correct OPSC PTN. They acknowledged on 11/14/24 that the OPSC PTN was correct from the start.
November 6, 2024: Meeting with landscape architect to discuss landscape, lawn, irrigation component
November 14, 2024: DSA acknowledged the project and set the date of 1/7/25 for review submission. They technically have 6 weeks from 1/7/25 to complete their review with an anticipated response date of **2/18/25** for approval unless additional requirements are placed on the project.
March, 2025: All DSA comments were addressed and a back check appointment was requested.
March 17, 2025: DSA confirmed the back check review dates with completion scheduled for April 4, 2025.

The projected bid phase timeline is as follows:

January 31 & February 7, 2025: Notice to Contractors Calling for Bids advertised
February 11, 2025: Mandatory Jobwalk

March 14, 2025: Bids due/Bid Opening (approximately 4 weeks from jobwalk)
March 14 - Present, 2025: The District is working through a bid protest by the third bidder against the first and second bidder.
April 10, 2025: Bid Award

We are currently working with CDE for final approval of Form SFPD 4.07 and anticipate that shortly. All other requirements have been completed. As a result, the District is respectfully requesting an extension to August 15, 2025. The construction of this project remains on track and completion should occur prior to the November 28, 2025 deadline.

If you require further clarification, please contact me at your earliest convenience. I can be reached at (805) 383-1972.

Sincerely,

Tami S. Peterson
Chief Business Official

Eureka City Schools

Paul Ziegler, Assistant Superintendent
Business Services
2100 J Street | Eureka, CA 95501

June 18, 2025
Vanessa Rozvodovskyi, Project Manager
Office of Public School Construction
707 Third Street
West Sacramento, CA

Re: Eureka City Schools
70/75515-00-002
Extension Letter

Ms. Rozvodovskyi:

The Eureka City Schools request an additional extension to the 18 month funding deadline from August 1, 2025 to October 1, 2025. The anticipated duration for DSA review and approval has taken substantially longer than the time allotted for this milestone in our earlier projected timeline. Review and resolution of comments extending beyond the identified scope of work required unforeseen time and effort by third parties outside of our contractual umbrella in order to properly address DSA's comments. While we have CDE approval and will be responding to DSA's comments in the next few days, the time remaining will not allow for a typical advertise, bid and award process prior to the current August 1st deadline.

Thank you for your consideration. As always, we appreciate your support of the District's project.

Thank you,

Paul Ziegler

Garfield School
2200 Freshwater Road
Eureka, California 95503
(707) 442-5471

June 18, 2025

Vanessa Rozvodovskyi, Project Manager
Office of Public School Construction
707 Third Street
West Sacramento, CA

Re: Garfield School District
70/62836-00-001
Extension Letter

Ms. Rozvodovskyi:

The Garfield School District requests an additional extension to the 18 month funding deadline from August 1, 2025 to October 1, 2025. The anticipated duration for DSA review and approval has taken substantially longer than the time allotted for this milestone in our earlier projected timeline. Review and resolution of comments extending beyond the identified scope of work required unforeseen time and effort by third parties outside of our contractual umbrella in order to properly address DSA's comments. While we have CDE approval and will be responding to DSA's comments in the next few days, the time remaining will not allow for a typical advertise, bid and award process prior to the current August 1st deadline.

Thank you for your consideration. As always, we appreciate your support of the District's project.

Thank you,

Michael Quinlan

Educating for Success

SINCE 1859

San Lorenzo Unified School District

BOARD OF EDUCATION
Kyla Sinegal, President
Juan Campos, Vice President/Clerk
Alicia Gonzalez
Dorothy Lee
Samuel Medina

SUPERINTENDENT
Daryl Camp Ed.D.

ASSISTANT SUPERINTENDENT
Roberto Perez, Ed.D., Business Services
L. Renee Lama, Ed.D., Educational Services
Jessica Saavedra, Human Resources

May 27, 2025

Lindsey Walden
Office of Public School Construction
707 3rd Street, 4th Floor
West Sacramento, Ca 95605
Sent via Email to OPSCApplicationReviewTeam@dgs.ca.gov Lindsey.Walden@dgs.ca.gov

Re: 70/61309-00-001
Program Fund Release Extension Request

Dear Ms. Walden,

The San Lorenzo Unified School District is requesting an extension for the above referenced Project. The Full Fund Release Documentation is due on June 4, 2025. The District respectfully asks for an extension till December 3, 2025.

The Project was approved and received an Advance Design Apportionment on December 4, 2023 under the California Preschool, Transitional Kindergarten and Full-Day Facility Grant Program.

The Construction Documents Plans have been submitted to the DSA for approval and the CDE Box has been opened to garner CDE approval of Plans as well. DSA and CDE approvals are expected by June 23, 2025. The District has also engaged the Lease Lease Back Contractor. Please see attached Master Program Schedule.

The District was initially delayed in the Design and Planning stages as it related to the mode of construction desired by the school district community.

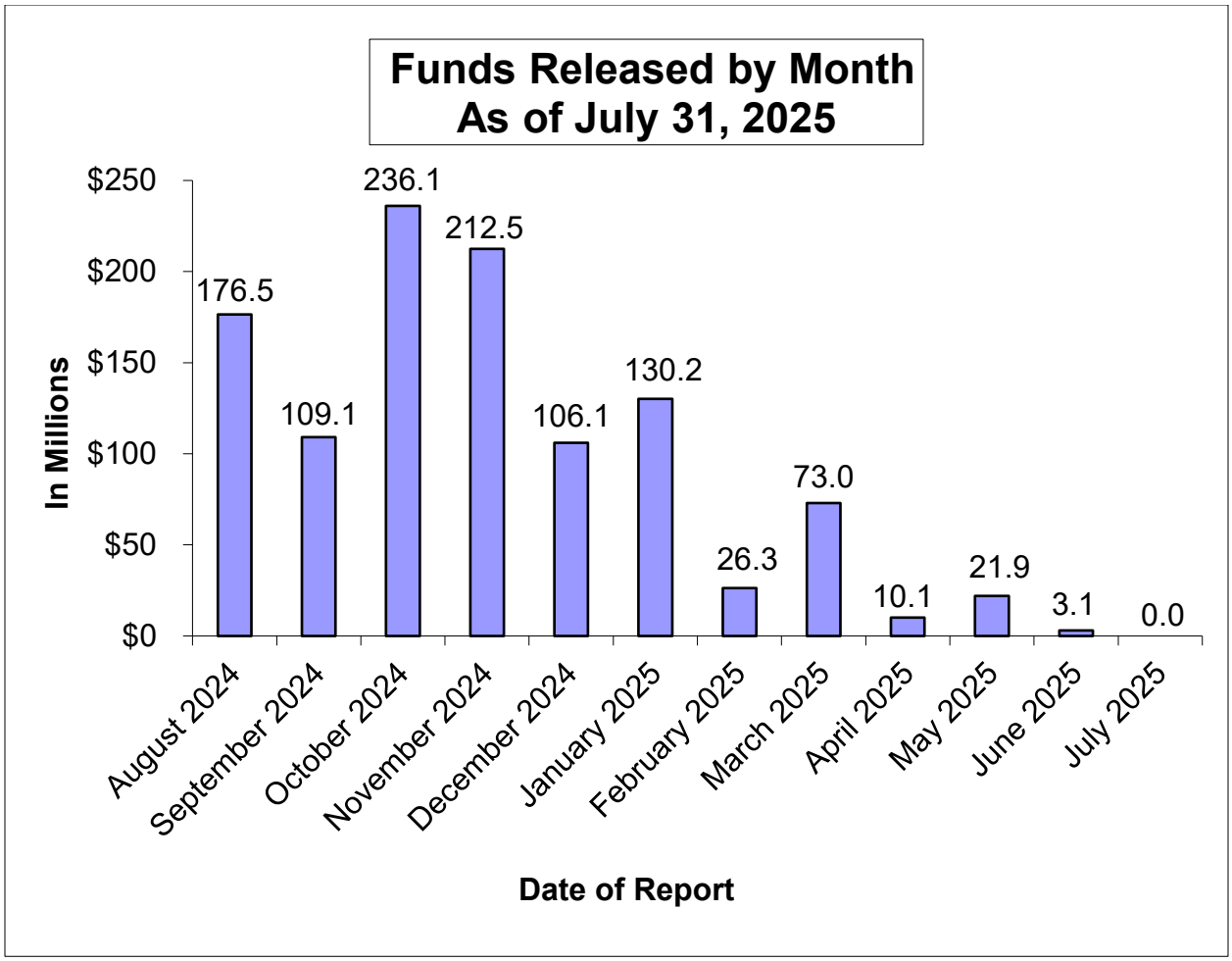
The District appreciates your consideration and thanks you in advance.

Sincerely,

Dr. Robert Perez
Assistant Superintendent, Business Services

Financial Reports

STATUS OF FUND RELEASES



SCHOOL FACILITY PROGRAM

Available Funds (in Millions) As of August 19, 2025

Prop. 2 - $8.5 Billion - November 2024										
Program	Original Bond Allocation	Remaining Bond Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Special Items/PIF	Administrative Costs Adjustment	Remaining Bond Authority as of August 19, 2025 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 25, 2025	Estimated Unfunded Approvals for August 19, 2025	Special Items/PIF	Remaining Bond Authority as of August 19, 2025 (includes Unfunded Approvals)
New Construction	$2,970.0	$2,936.0				$2,936.0	-$177.9	-$73.3		$2,684.8
Small School District	$330.0	330.0				330.0				330.0
Modernization	3,485.0	3,444.5				3,444.5	-531.6	-58.7		2,854.2
Small School District	400.0	400.0				400.0				400.0
Lead in Water Remediation	115.0	115.0				115.0				115.0
Career Technical Education	600.0	594.3				594.3				594.3
Charter School		594.3				594.3				594.3
SUBTOTAL	**$8,500.0**	**$8,414.1**	**$0.0**	**$0.0**	**$0.0**	**$8,414.1** [A]	**-$709.5**	**-$132.0**	**$0.0**	**$7,572.6**

AB 181 - Leroy F. Greene School Facilities Act of 1998										
Program	Original Bond Allocation	Remaining Bond Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Special Items/PIF	Administrative Costs Adjustment	Remaining Bond Authority as of August 19, 2025 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 25, 2025	Estimated Unfunded Approvals for August 19, 2025	Special Items/PIF	Remaining Bond Authority as of August 19, 2025 (includes Unfunded Approvals)
General Fund FY 22/23	$1,300.0	$0.0				$0.0				$0.0
General Fund FY 23/24	1,960.5	177.5		-$177.5 [B]		0.0				0.0
SUBTOTAL	**$3,260.5**	**$177.5**	**$0.0**	**-$177.5**	**$0.0**	**$0.0** [A]	**$0.0**	**$0.0**	**$0.0**	**$0.0**

Prop. 51 - $7 Billion - November 2016; General Fund - $250 million - 2021/2022										
Program	Original Bond Allocation	Remaining Bond Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Special Items/PIF	Administrative Costs Adjustment [D]	Remaining Bond Authority as of August 19, 2025 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 25, 2025	Estimated Unfunded Approvals for August 19, 2025	Special Items/PIF	Remaining Bond Authority as of August 19, 2025 (includes Unfunded Approvals)
New Construction	$3,000.0	$2.5			$1.0	$3.5				$3.5 [C]
Modernization	3,000.0	3.4			1.0	4.4				4.4 [C]
Career Technical Education	500.0	9.9			0.2	10.1				10.1
Charter School		90.8			0.2	91.0	-$89.0			2.0
General Fund FY 21/22		0.0				0.0				0.0
SUBTOTAL	**$7,250.0**	**$106.6**	**$0.0**	**$0.0**	**$2.4**	**$109.0** [A]	**-$89.0**	**$0.0**	**$0.0**	**$20.0**
TOTAL PAGE 1	**19,010.5**	**8,698.2**	**0.0**	**-177.5**	**2.4**	**8,523.1** [A]	**-$798.5**	**-132.0**	**0.0**	**7,592.6**

A. Balance of bonding authority excludes unfunded approvals.

B. The 2025-26 enacted Budget decreased $177.5 million in General Fund FY 2023-24.

C. Total authority is not available at this time due to outstanding accounts receivable. Proposition 51 $2,011,385 for New Construction and $330,538 for Modernization.

D. FY 22/23 Reverted Administrative costs returned to bond authority. Prop 51 returned $1,002,834 for New Construction, $1,002,834 for Modernization, $167,139 for Career Technical Education and $167,139 for Charter.

SCHOOL FACILITY PROGRAM

Available Funds (in Millions) As of August 19, 2025

Prop. 1D - $7.3 Billion - November 2006										
Program	Original Bond Allocation	Remaining Bond Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Special Items/PIF	Administrative Costs Adjustment	Remaining Bond Authority as of August 19, 2025 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 25, 2025	Estimated Unfunded Approvals for August 19, 2025	Special Items/PIF	Remaining Bond Authority as of August 19, 2025 (includes Unfunded Approvals)
New Construction	$1,900.0	$0.0				$0.0				$0.0 F
Seismic Repair		0.1				0.1				0.1 F
Modernization	3,300.0	0.0				0.0				0.0
Career Technical Education	500.0	0.1				0.1				0.1
High Performance Schools		0.0				0.0				0.0
Overcrowding Relief		6.4				6.4				6.4
Charter School		75.1				75.1	-$67.6			7.5 F
Joint Use	57.5 B	0.0				0.0				0.0
SUBTOTAL	**$7,357.5**	**$81.7**	**$0.0**	**$0.0**	**$0.0**	**$81.7** A	**-$67.6**	**$0.0**	**$0.0**	**$14.1**

Prop. 55 - $10 Billion - March 2004										
Program	Original Bond Allocation	Remaining Bond Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Special Items/PIF	Administrative Costs Adjustment	Remaining Bond Authority as of August 19, 2025 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 25, 2025	Estimated Unfunded Approvals for August 19, 2025	Special Items/PIF	Remaining Bond Authority as of August 19, 2025 (includes Unfunded Approvals)
New Construction	$4,965.8 C, D	$1.8				$1.8				$1.8 F
Modernization	2,250.0	0.0				0.0				0.0
Critically Overcrowded Schools	2,440.0	0.0				0.0				0.0
Charter School		30.5				30.5	-$27.5			3.0
Joint Use	66.7 E	0.0				0.0				0.0
SUBTOTAL	**$10,022.5**	**$32.3**	**$0.0**	**$0.0**	**$0.0**	**$32.3** A	**-$27.5**	**$0.0**	**$0.0**	**$4.8**

Prop. 47 - $11.4 Billion - November 2002										
Program	Original Bond Allocation	Remaining Bond Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Special Items/PIF	Administrative Costs Adjustment	Remaining Bond Authority as of August 19, 2025 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 25, 2025	Estimated Unfunded Approvals for August 19, 2025	Special Items/PIF	Remaining Bond Authority as of August 19, 2025 (includes Unfunded Approvals)
New Construction	$6,250.0	$0.0				$0.0				$0.0
Modernization	3,300.0	0.0				0.0				0.0
Critically Overcrowded Schools	1,700.0	0.0				0.0				0.0
Charter School	100.0	5.7				5.7	-$5.4			0.3
Joint Use	50.0	0.0				0.0				0.0
SUBTOTAL	**$11,400.0**	**$5.7**	**$0.0**	**$0.0**	**$0.0**	**$5.7** A	**-$5.4**	**$0.0**	**$0.0**	**$0.3**
TOTAL PAGE 2	**28,780.0**	**119.7**	**0.0**	**0.0**	**0.0**	**119.7** A	**-100.5**	**0.0**	**0.0**	**19.2**

A. Balance of Bonding Authority Excludes Unfunded Approvals.

B. The original bond allocation of $29 million augmented by $21 million from Prior Bond Funds to Joint Use at the 06/27/07 SAB meeting and $7.5 million at the 7/23/08 SAB meeting pursuant to Assembly Bill 127, Chapter 35, Statutes of 2006 (Perata/Nunez).

C. The original bond allocation of $4,960,000,000 augmented by $5,831,911 from Prior Bonds at the 10/6/2010 SAB meeting.

D. It includes the transfer of Critically Overcrowded School Facilities Program Funds to New Construction (transfers in Prop. 55 includes: $268.8 million approved at the 1/25/2006 SAB meeting, $318.3 million approved at the 9/23/2009 SAB meeting, $225 million approved at the 8/4/2010 SAB meeting, $211.7 million approved at the 12/15/2010 SAB meeting, $145 million at the 4/25/2012 SAB meeting, $30.4 million after the 3/20/2013 SAB meeting, and $32,297 after the 3/26/2014 SAB meeting per SFP Regulation Sections 1859.154 (c)).

E. Original bond allocation of $50,000,000 augmented by $15,547,233 from the State School Building Aid Fund at the 2/28/2007 SAB meeting and by $1,232,224 from Prior Bonds at the 10/6/2010 SAB meeting.

F. Total authority is not available at this time due to outstanding accounts receivable. Proposition 1D $24,497 for New Construction, $84,107 for Seismic, $93,178 for Charter School, and Proposition 55 $1,461,909 for New Construction.

SCHOOL FACILITY PROGRAM

Available Funds (in Millions) As of August 19, 2025

Prop. 1A - $6.7 Billion - November 1998										
Program	Original Bond Allocation	Remaining Bond Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Special Items/PIF	Administrative Costs Adjustment	Remaining Bond Authority as of August 19, 2025 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 25, 2025	Estimated Unfunded Approvals for August 19, 2025	Special Items/PIF	Remaining Bond Authority as of August 19, 2025 (includes Unfunded Approvals)
New Construction	$2,900.0	$0.0				$0.0				$0.0
Modernization	2,100.0	0.0				0.0				0.0
Hardship	1,000.0	0.0				0.0				0.0
Class Size Reduction	700.0	0.0				0.0				0.0
SUBTOTAL	$6,700.0	$0.0	$0.0	$0.0	$0.0	$0.0 [A]	$0.0	$0.0	$0.0	$0.0
TOTAL PAGE 3	$6,700.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
TOTAL PAGE 2	$28,780.0	$119.7	$0.0	$0.0	$0.0	$119.7	-$100.5	$0.0	$0.0	$19.2
TOTAL PAGE 1	$19,010.5	$8,698.2	$0.0	-$177.5	$2.4	$8,523.1	-$798.5	-$132.0	$0.0	$7,592.6
GRAND TOTAL	$54,490.5	$8,817.9	$0.0	-$177.5	$2.4	$8,642.8	-$899.0	-$132.0	$0.0	$7,611.8

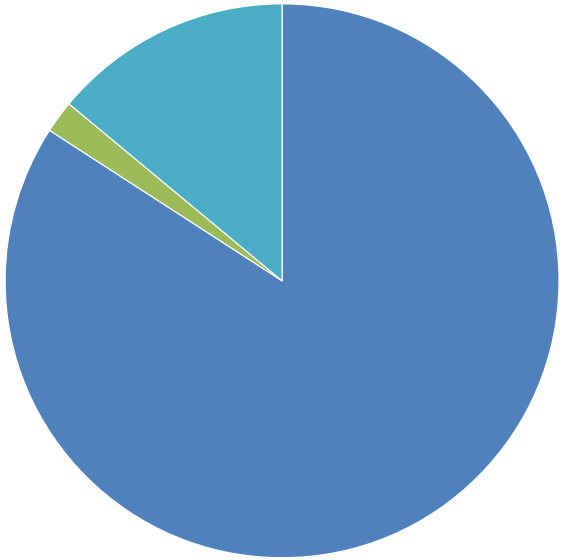
California Preschool, Transitional and Full-Day Kindergarten Facilities Grant Program

Program	Appropriation	Remaining Authority as of June 25, 2025	Estimated Approvals for August 19, 2025	Miscellaneous Adjustments for August 19, 2025	Administrative Costs Adjustment	Remaining Authority as of August 19, 2025
Chapter 32, Statutes of 2018 (AB 1808) - Full-Day Kindergarten FY 18/19	$97.2 [B]	$0.0				$0.0
Chapter 44, Statutes of 2021 (AB 130) California Preschool, Transitional and Full-Day Kindergarten FY 21-22	490.0	23.8	$2.0			25.8 [C]
Chapter 52, Statutes of 2022 (AB 181) California Preschool, Transitional and Full-Day Kindergarten FY 22-23	100.0	3.3				3.3
TOTAL	$687.2	$27.1	$2.0	$0.0	$0.0	$29.1

A. Balance of Bonding Authority Excludes Unfunded Approvals.

B. Full-Day Kindergarten FY 18/19 Appropriation reduced by $2.8 million for unallocated funds that were reverted back to the General Fund.

AB 181, Proposition 2, 51,1D, 55, 47, and 1A
Bond Authority - $54.491 billion
(in millions of dollars)

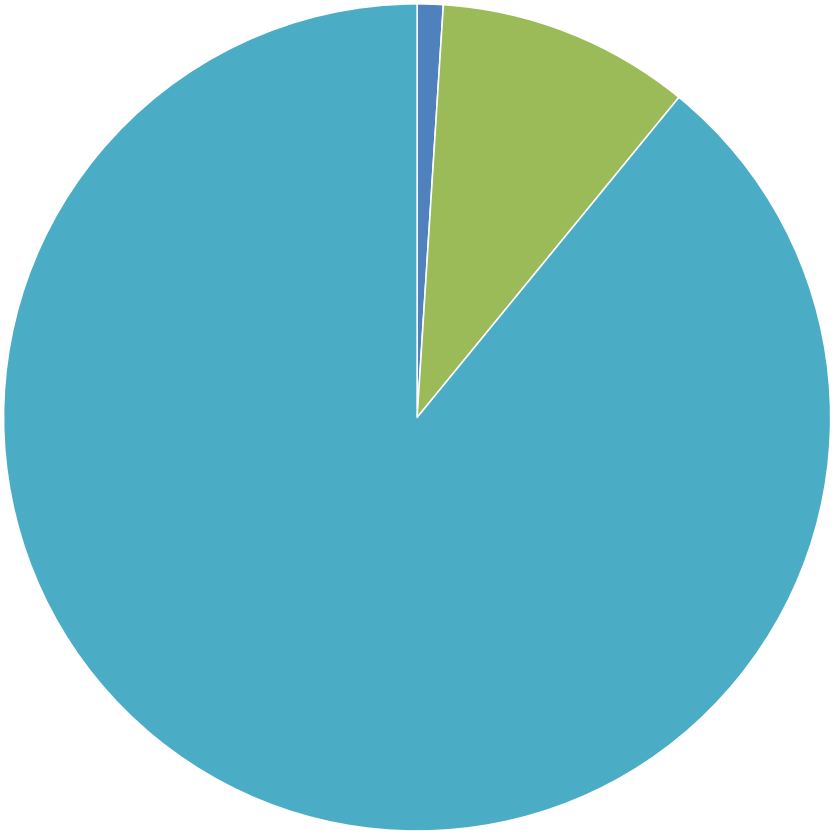


- Apportioned $45,847.7
- Unfunded Approvals $1,031.0
- Remaining Bond Authority $7,611.8

AB 181, Proposition 2, 51, 1D, 55, 47, and 1A Totals			
New Construction*	$	20,781.9	
Seismic Repair	$	199.4	
NC Small School District	$	-	
Modernization	$	13,986.1	
Mod Small School District	$	-	
Lead in Water Remediation	$	-	
Hardship	$	1,000.0	
Class Size Reduction	$	700.0	
COS	$	2,203.1	
CTE	$	995.5	
HPI	$	100.0	
ORG	$	993.6	
Charter	$	1,203.4	
Joint Use	$	174.2	
General Fund FY 21/22	$	250.0	
General Fund FY 22/23	$	1,300.0	
General Fund FY 23/24	$	1,960.5	
Apportioned	**$**	**45,847.7**	**84.1%**
New Construction	$	251.2	
Seismic Repair	$	-	
NC Small School District	$	-	
Modernization	$	590.3	
Mod Small School District	$	-	
Lead in Water Remediation	$	-	
Hardship	$	-	
Class Size Reduction	$	-	
COS	$	-	
CTE	$	-	
HPI	$	-	
ORG	$	-	
Charter	$	189.5	
Joint Use	$	-	
General Fund FY 21/22	$	-	
General Fund FY 22/23	$	-	
General Fund FY 23/24	$	-	
Unfunded Approvals	**$**	**1,031.0**	**1.9%**
New Construction	$	2,690.1	
Seismic Repair	$	*0.1*	
NC Small School District	$	*330.0*	
Modernization	$	2,858.6	
Mod Small School District	$	*400.0*	
Lead in Water Remediation	$	*115.0*	
Hardship	$	-	
Class Size Reduction	$	-	
COS	$	-	
CTE	$	604.5	
HPI	$	-	
ORG	$	6.4	
Charter	$	607.1	
Joint Use	$	-	
General Fund FY 21/22	$	-	
General Fund FY 22/23	$	-	
General Fund FY 23/24	$	-	
Remaining Bond Authority	**$**	**7,611.8**	**14.0%**
Grand Total	**$**	**54,491**	**100.0%**

*Includes Energy Efficiency, Small High Schools, Seismic Repair, and the transfer of Critically Overcrowded School Facilities Program Funds to New Construction ($700 million and $68.1 million from Prop. 47; $268.8 million, $318.3 million, $225 million, $211.7 million, $145 million, and $30.4 million from Prop. 55). Also, Prop 55 includes $5.8 million from the Lease Purchase Program on October 6, 2010.

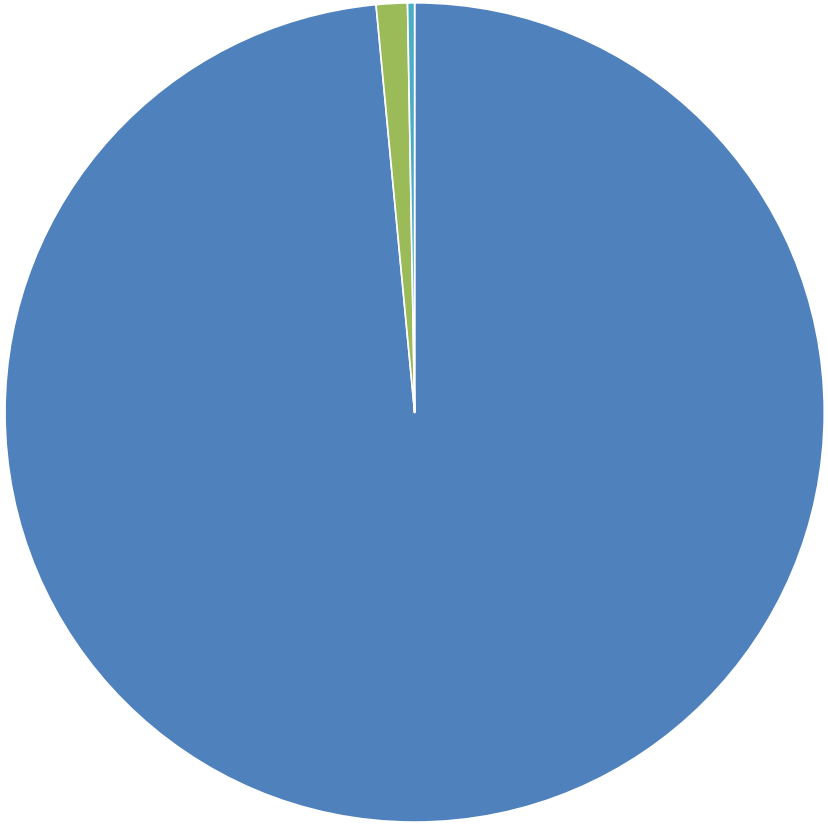
Proposition 2
Bond Authority - $8.500 billion
(in millions of dollars)



- Apportioned $85.9
- Unfunded Approvals $841.5
- Remaining Bond Authority $7,572.6

Proposition 2 Totals			
New Construction	$	34.0	
Small School District	*$*	-	
Modernization	$	40.5	
Small School District	*$*	-	
Lead in Water Remediation	*$*	-	
CTE	$	5.7	
Charter	$	5.7	
Apportioned	**$**	**85.9**	**1.0%**
New Construction	$	251.2	
Small School District	*$*	-	
Modernization	$	590.3	
Small School District	*$*	-	
Lead in Water Remediation	*$*	-	
CTE	$	-	
Charter	$	-	
Unfunded Approvals	**$**	**841.5**	**9.9%**
New Construction	$	2,684.8	
Small School District	*$*	*330.0*	
Modernization	$	2,854.2	
Small School District	*$*	*400.0*	
Lead in Water Remediation	*$*	*115.0*	
CTE	$	594.3	
Charter	$	594.3	
Remaining Bond Authority	**$**	**7,572.6**	**89.1%**
Grand Total	**$**	**8,500**	**100.0%**

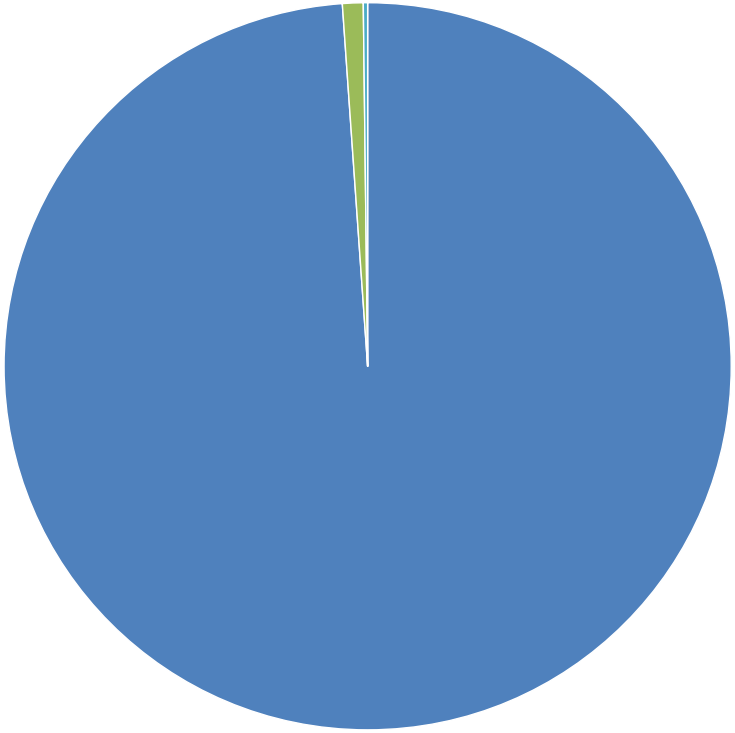
Proposition 51
Bond Authority - $7.250 billion
(in millions of dollars)



- Apportioned $7,141.0
- Unfunded Approvals $89.0
- Remaining Bond Authority $20.0

Proposition 51 Totals			
New Construction	$	2,996.5	
Modernization	$	2,995.6	
CTE	$	489.9	
Charter	$	409.0	
General Fund FY 21/22	$	250.0	
Apportioned	**$**	**7,141.0**	**98.5%**
New Construction	$	-	
Modernization	$	-	
CTE	$	-	
Charter	$	89.0	
General Fund FY 21/22	$	-	
Unfunded Approvals	**$**	**89.0**	**1.2%**
New Construction	$	3.5	
Modernization	$	4.4	
CTE	$	10.1	
Charter	$	2.0	
General Fund FY 21/22	$	-	
Remaining Bond Authority	**$**	**20.0**	**0.3%**
Grand Total	**$**	**7,250**	**100.0%**

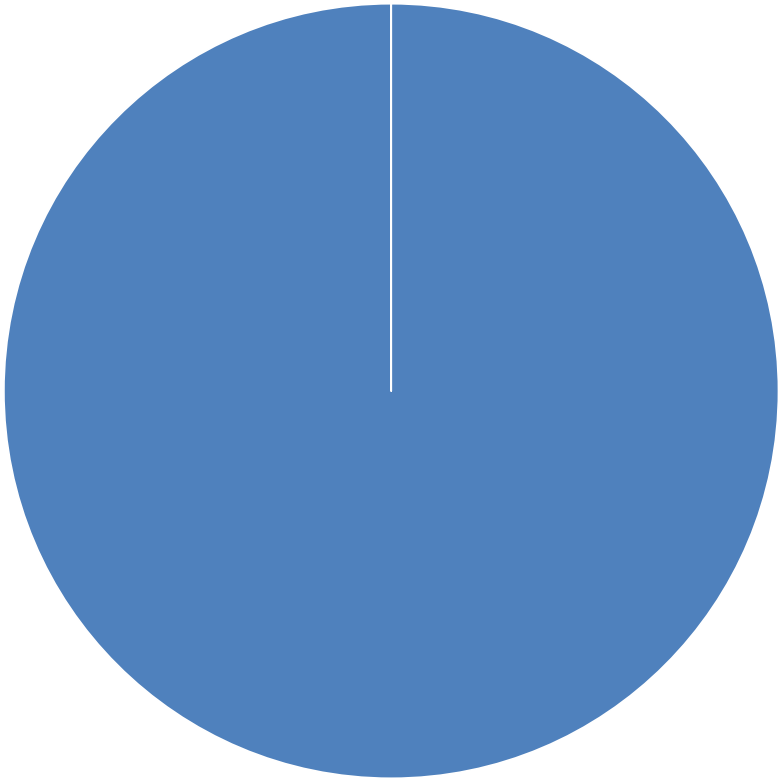
Proposition 1D
Bond Authority - $7.358 billion
(in millions of dollars)



- Apportioned $7,275.8
- Unfunded Approvals $67.6
- Remaining Bond Authority $14.1

Proposition 1D Totals			
New Construction	$	1,700.5	
Seismic Repair	*$*	*199.4*	
Modernization	$	3,300.0	
CTE	$	499.9	
HPI	$	100.0	
ORG	$	993.6	
Charter	$	424.9	
Joint Use	$	57.5	
Apportioned	**$**	**7,275.8**	**98.9%**
New Construction	$	-	
Seismic Repair	*$*	*-*	
Modernization	$	-	
CTE	$	-	
HPI	$	-	
ORG	$	-	
Charter	$	67.6	
Joint Use	$	-	
Unfunded Approvals	**$**	**67.6**	**0.9%**
New Construction	$	-	
Seismic Repair	*$*	*0.1*	
Modernization	$	-	
CTE	$	0.1	
HPI	$	-	
ORG	$	6.4	
Charter	$	7.5	
Joint Use	$	-	
Remaining Bond Authority	**$**	**14.1**	**0.2%**
Grand Total	**$**	**7,358**	**100.0%**

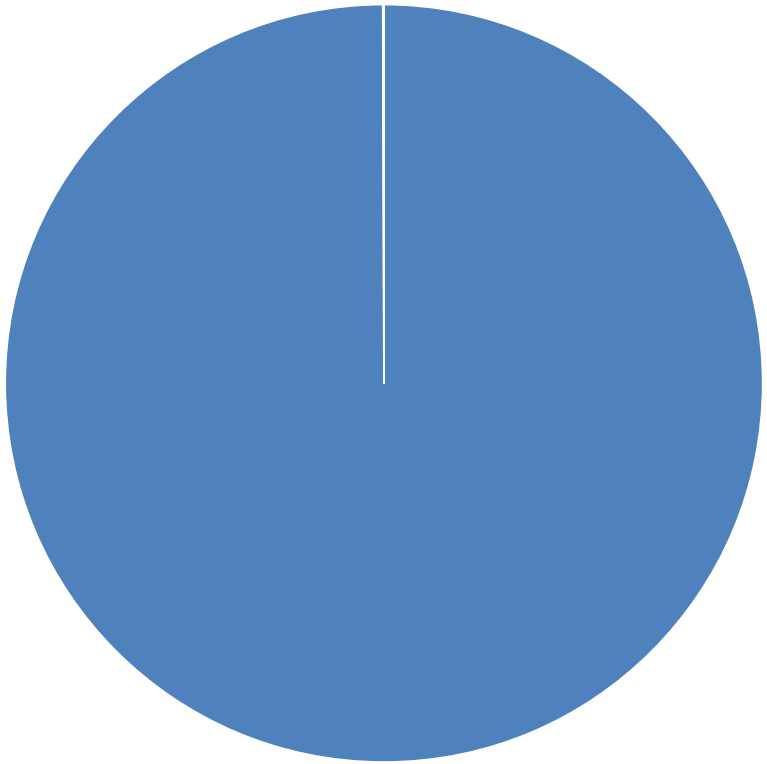
Proposition 55
Bond Authority - $10.023 billion
(in millions of dollars)



- Apportioned $9,990.2
- Unfunded Approvals $27.5
- Remaining Bond Authority $4.8

Proposition 55 Totals			
New Construction	$	6,132.8	
Modernization	$	2,250.0	
COS	$	1,271.2	
Charter	$	269.5	
Joint Use	$	66.7	
Apportioned	**$**	**9,990.2**	**99.7%**
New Construction	$	-	
Modernization	$	-	
COS	$	-	
Charter	$	27.5	
Joint Use	$	-	
Unfunded Approvals	**$**	**27.5**	**0.3%**
New Construction	$	1.8	
Modernization	$	-	
COS	$	-	
Charter	$	3.0	
Joint Use	$	-	
Remaining Bond Authority	**$**	**4.8**	**0.0%**
Grand Total	**$**	**10,023**	**100.0%**

Proposition 47
Bond Authority - $11.400 billion
(in millions of dollars)

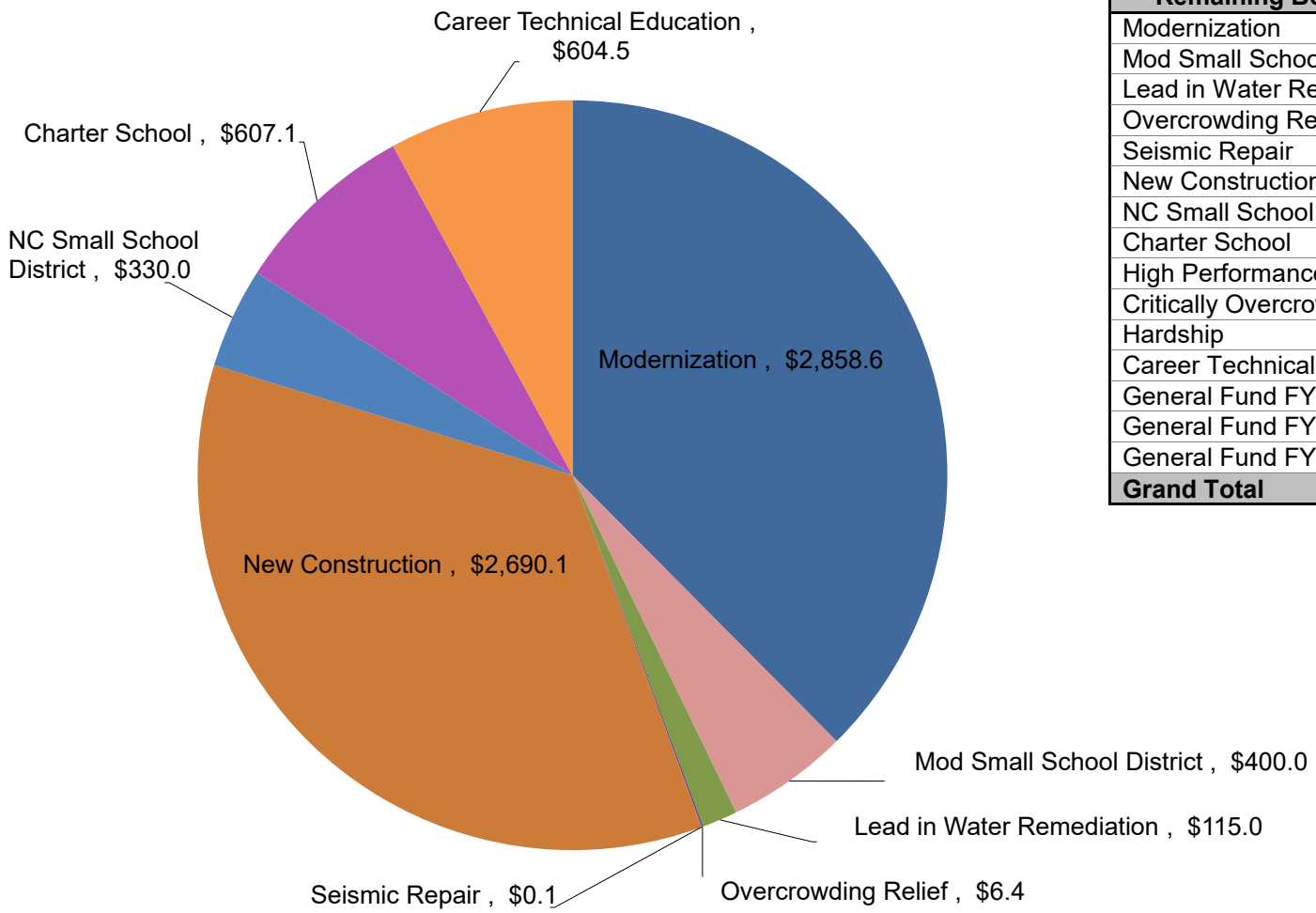


- Apportioned $11,394.3
- Unfunded Approvals $5.4
- Remaining Bond Authority $0.3

Proposition 47 Totals			
New Construction	$	7,018.1	
Modernization	$	3,300.0	
COS	$	931.9	
Charter	$	94.3	
Joint Use	$	50.0	
Apportioned	**$**	**11,394.3**	**100.0%**
New Construction	$	-	
Modernization	$	-	
COS	$	-	
Charter	$	5.4	
Joint Use	$	-	
Unfunded Approvals	**$**	**5.4**	**0.0%**
New Construction	$	-	
Modernization	$	-	
COS	$	-	
Charter	$	0.3	
Joint Use	$	-	
Remaining Bond Authority	**$**	**0.3**	**0.0%**
Grand Total	**$**	**11,400**	**100.0%**

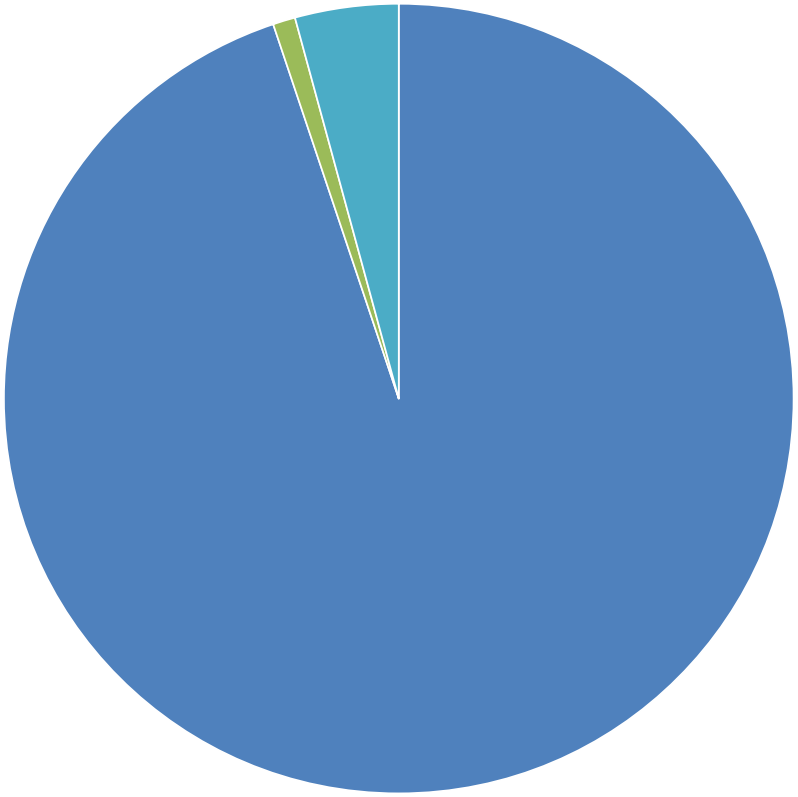
Remaining Bond Authority - $7,611.8 million

(by program, in millions)
As of August 19, 2025 SAB



Remaining Bond Authority (in millions)	
Modernization	$ 2,858.6
Mod Small School District	$ 400.0
Lead in Water Remediation	$ 115.0
Overcrowding Relief	$ 6.4
Seismic Repair	$ 0.1
New Construction	$ 2,690.1
NC Small School District	$ 330.0
Charter School	$ 607.1
High Performance Schools	$ -
Critically Overcrowded Schools	$ -
Hardship	$ -
Career Technical Education	$ 604.5
General Fund FY 21/22	$ -
General Fund FY 22/23	$ -
General Fund FY 23/24	$ -
Grand Total	**$ 7,611.8**

California Preschool, Transitional and Full-Day Kindergarten Facilities Grant Program - $687.2 million (in millions of dollars)

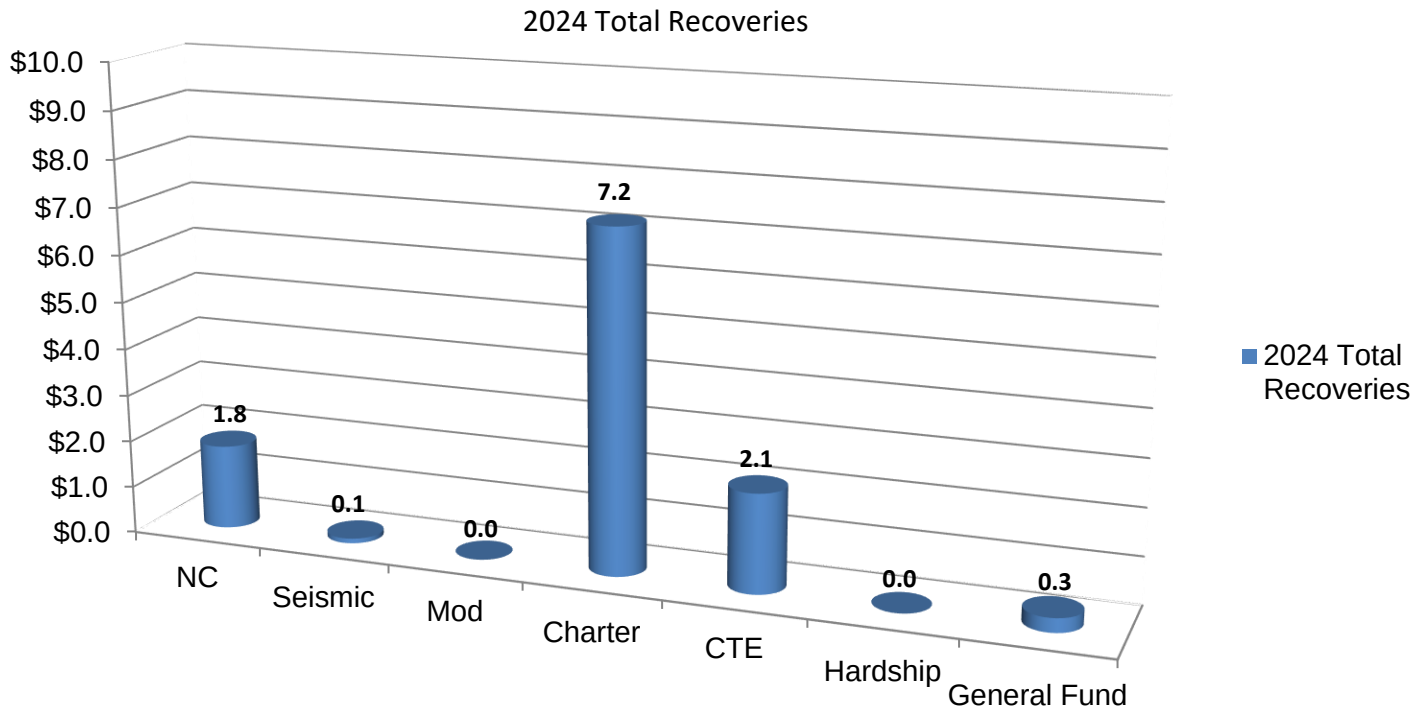


- Apportioned $651.8
- Administrative Costs $6.3
- Remaining Authority $29.1

California Preschool, Transitional and Full-Day Kindergarten Facilities Grant Program Totals			
FY 2018/2019	$	96.7	
FY 2021/2022	$	460.9	
FY 2022/2023	$	94.2	
Apportioned	**$**	**651.8**	**94.8%**
FY 2018/2019	$	0.5	
FY 2021/2022	$	3.3	
FY 2022/2023	$	2.5	
Administrative Costs	**$**	**6.3**	**0.9%**
FY 2018/2019	$	-	
FY 2021/2022	$	25.8	
FY 2022/2023	$	3.3	
Remaining Authority	**$**	**29.1**	**4.2%**
Grand Total	**$**	**687.2**	**100.0%**

Fund Recoveries* – 2024

(Totals represented in millions of dollars)



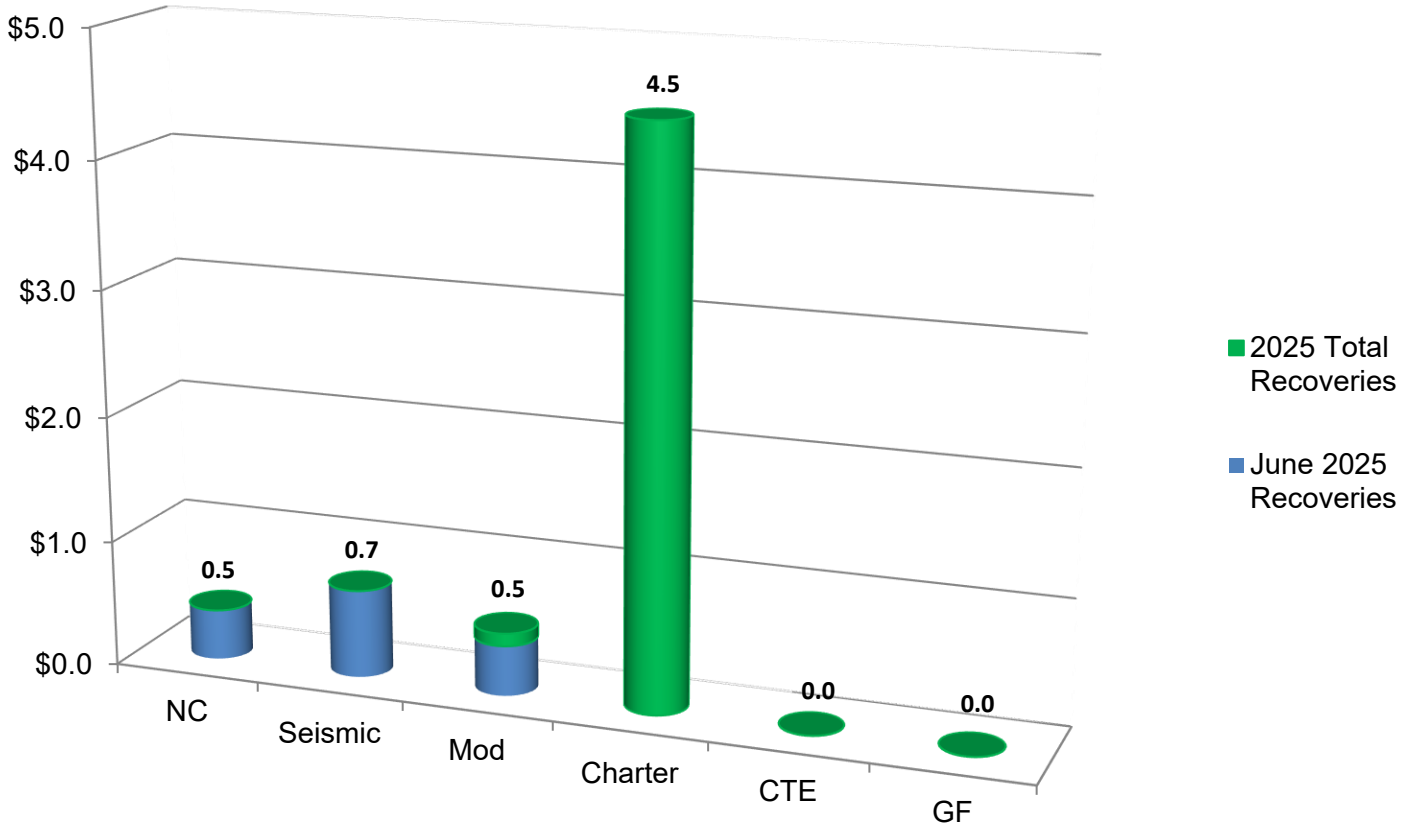
	2024 Totals**
NC	**$1,801,476**
Seismic	**$140,410**
Modernization	**$19,631**
Charter	**$7,178,989**
CTE	**$2,104,561**
Hardship	**$15,463**
General Fund	**$340,346**
Total	**$11,600,876**

***Includes bond proceeds returned (authority may not be available) to the program through reductions to cost incurred, close-outs, loan repayments, rescissions, and special education local plan area transfers.**

**** 2024 Totals does not reflect any reallocation of authority. For current availability of bond authority, see Status of Funds.**

Fund Recoveries* – as of June 25, 2025

(Chart totals represented in millions of dollars)



(Amounts below are whole dollars)

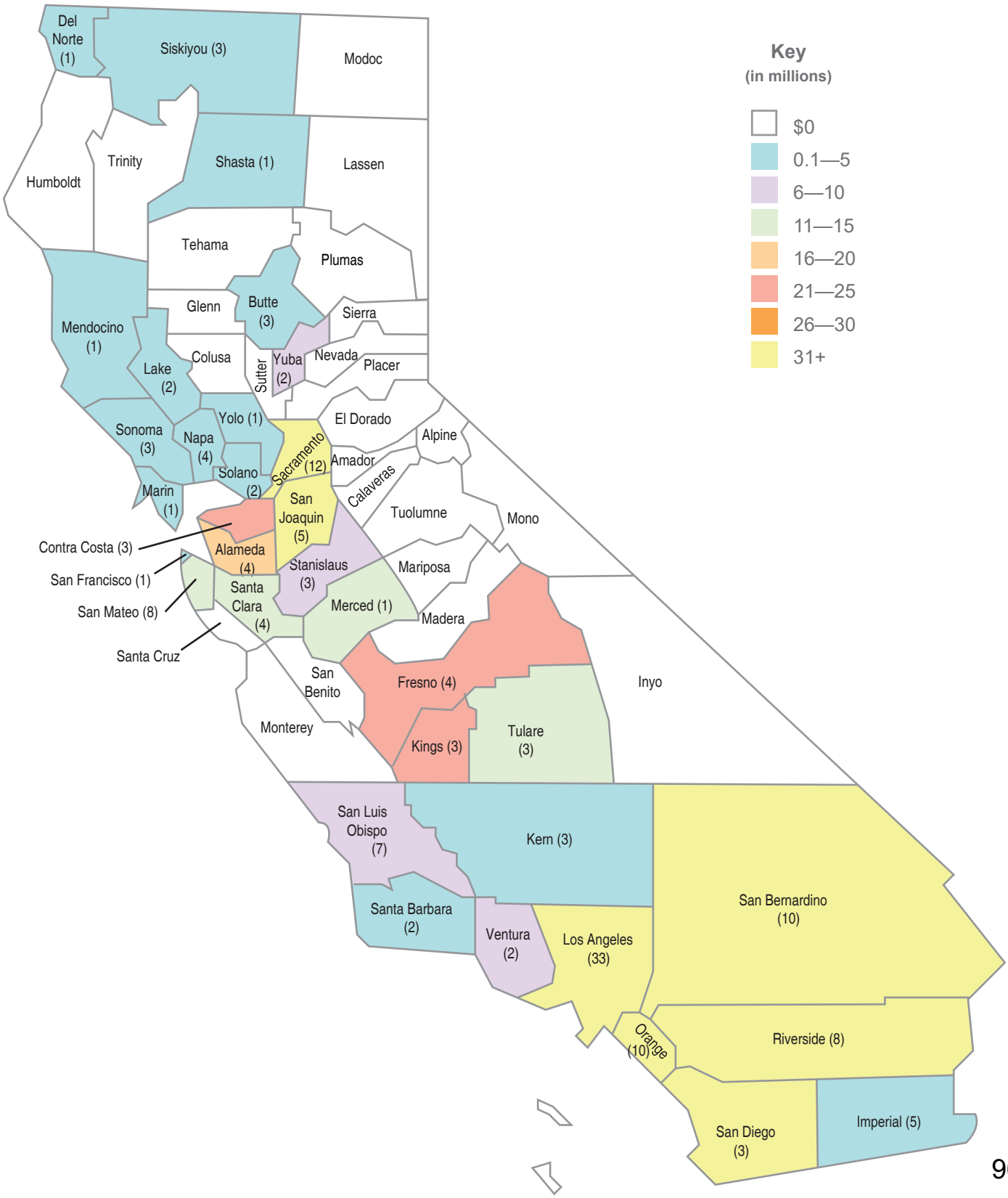
June 2025	1A	47	55	1D	51	General Fund	June Totals	2025 Totals**
NC	$0	$0	$0	$0	$428,549	$0	**$428,549**	**$456,467**
Seismic	$0	$0	$0	$84,107	$634,812	$0	**$718,919**	**$718,919**
Modernization	$0	$0	$0	$0	$395,622	$0	**$395,622**	**$510,883**
Charter	$0	$0	$0	$0	$0	$0	**$0**	**$4,505,279**
CTE	$0	$0	$0	$0	$0	$0	**$0**	**$46,375**
General Fund	$0	$0	$0	$0	$0	$0	**$0**	**$2,119**
Total							**$1,543,090**	**$6,240,042**

***Includes bond proceeds returned (authority may not be available) to the program through reductions to cost incurred, close-outs, loan repayments, rescissions, and special education local plan area transfers.**

****** 2025 Totals does not reflect any reallocation of authority. For current availability of bond authority, see Status of Funds.**

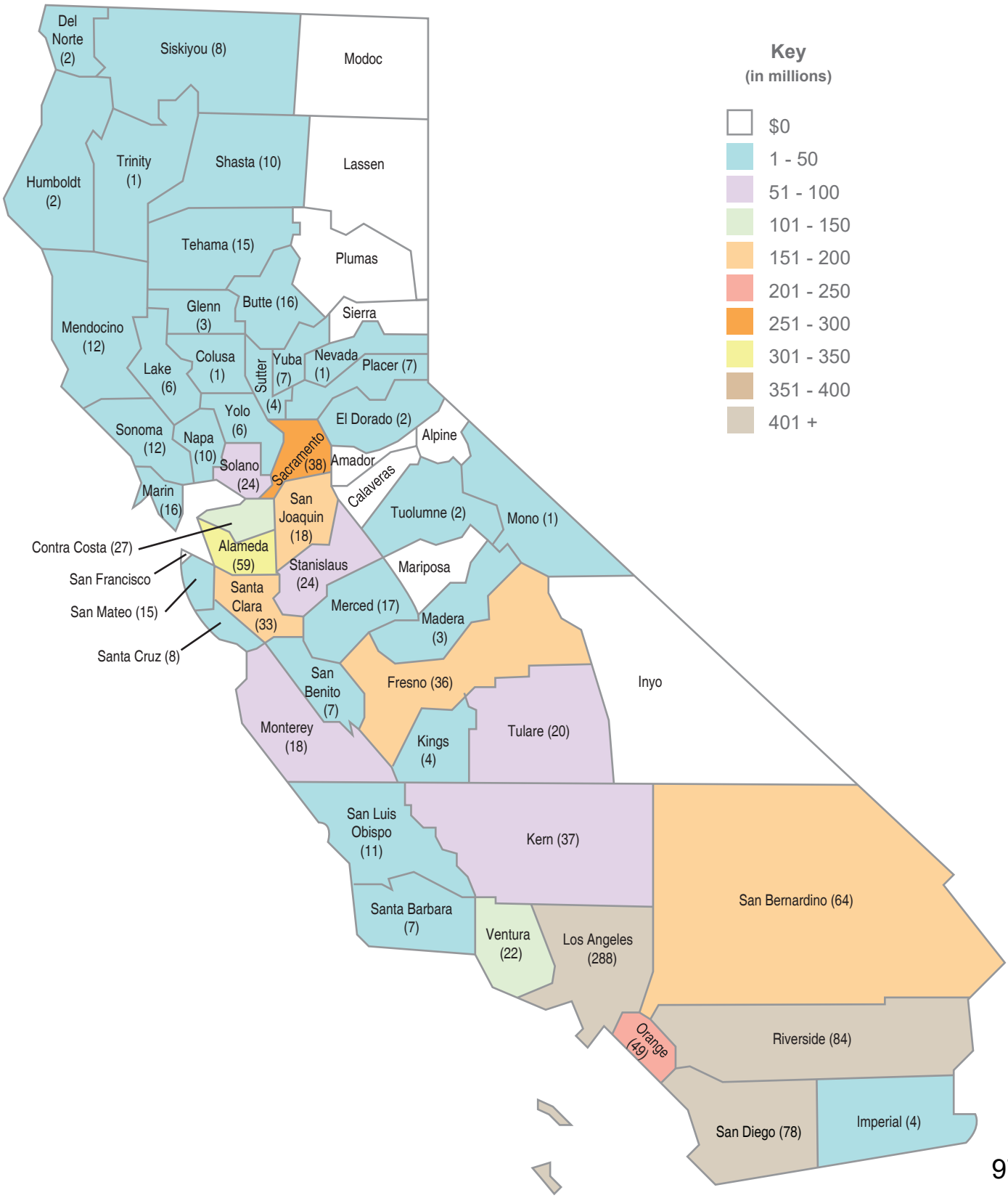
School Facility Program
Proposition 2 Unfunded Approvals by County

The graphic below displays the amount of Unfunded Approvals ($709.4 million) for 165 School Facility Program projects from 84 school districts as of July 31, 2025. The data includes bond authority provided by Proposition 2.



School Facility Program
Proposition 2 Current Workload by County

The graphic below displays the Office of Public School Construction's Workload List for New Construction and Modernization ($4.5 billion) for 1,136 School Facility Program projects from 283 school districts as of July 31, 2025. The projects are being allocated from bond authority provided by Proposition 2.



Proposition 2 Distribution
As of 7/31/2025

	Apportioned		Unfunded		Workload List	
County	**Project Count**	**Dollar Amount**	**Project Count**	**Dollar Amount**	**Project Count**	**Dollar Amount**
Alameda	0	$ -	4	$ 20,527,482.00	59	$ 349,445,905.42
Alpine	0	$ -	0	$ -	0	$ -
Amador	0	$ -	0	$ -	0	$ -
Butte	0	$ -	3	$ 4,952,362.00	16	$ 46,468,825.00
Calaveras	0	$ -	0	$ -	0	$ -
Colusa	0	$ -	0	$ -	1	$ 1,844,997.00
Contra Costa	0	$ -	3	$ 21,052,402.00	27	$ 150,535,271.08
Del Norte	0	$ -	1	$ 5,185,218.00	2	$ 1,662,255.00
El Dorado	0	$ -	0	$ -	2	$ 787,663.00
Fresno	0	$ -	4	$ 22,269,643.00	36	$ 156,343,752.93
Glenn	0	$ -	0	$ -	3	$ 6,052,493.00
Humboldt	0	$ -	0	$ -	2	$ 1,218,746.00
Imperial	0	$ -	5	$ 2,522,479.24	4	$ 31,921,963.00
Inyo	0	$ -	0	$ -	0	$ -
Kern	0	$ -	3	$ 3,842,454.00	37	$ 83,213,989.99
Kings	0	$ -	3	$ 21,382,653.00	4	$ 2,020,010.00
Lake	0	$ -	2	$ 3,083,841.00	6	$ 8,104,646.00
Lassen	0	$ -	0	$ -	0	$ -
Los Angeles	0	$ -	33	$ 202,472,164.00	288	$ 1,028,447,231.00
Madera	0	$ -	0	$ -	3	$ 29,083,371.00
Marin	0	$ -	1	$ 954,161.00	16	$ 21,774,842.00
Mariposa	0	$ -	0	$ -	0	$ -
Mendocino	0	$ -	1	$ 1,693,672.00	12	$ 19,209,008.00
Merced	0	$ -	1	$ 13,467,600.66	17	$ 32,213,289.78
Modoc	0	$ -	0	$ -	0	$ -
Mono	0	$ -	0	$ -	1	$ 321,989.00
Monterey	0	$ -	1	$ 1,245,947.00	18	$ 54,989,995.34
Napa	0	$ -	10	$ 11,482,148.00	10	$ 24,554,435.00
Nevada	0	$ -	0	$ -	1	$ 4,199,229.00
Orange	0	$ -	10	$ 35,654,357.00	49	$ 214,735,846.00
Placer	0	$ -	0	$ -	7	$ 36,682,827.00
Plumas	0	$ -	0	$ -	0	$ -
Riverside	0	$ -	8	$ 41,265,925.00	84	$ 440,794,838.23
Sacramento	0	$ -	12	$ 64,362,235.05	38	$ 256,968,376.62
San Benito	0	$ -	0	$ -	7	$ 35,591,538.00
San Bernardino	0	$ -	10	$ 46,990,008.00	64	$ 164,780,166.63
San Diego	0	$ -	3	$ 38,751,393.98	78	$ 411,935,355.33
San Francisco	0	$ -	1	$ 5,668,600.00	0	$ -
San Joaquin	0	$ -	5	$ 49,100,070.00	18	$ 191,196,014.00
San Luis Obispo	0	$ -	7	$ 9,732,220.00	11	$ 26,132,323.00
San Mateo	0	$ -	8	$ 13,782,685.00	15	$ 47,512,769.00
Santa Barbara	0	$ -	2	$ 238,962.00	7	$ 29,463,647.00
Santa Clara	0	$ -	4	$ 11,139,273.00	30	$ 147,566,393.00
Santa Cruz	0	$ -	0	$ -	8	$ 14,424,253.87
Shasta	0	$ -	1	$ 1,831,038.00	10	$ 8,200,854.73
Sierra	0	$ -	0	$ -	0	$ -
Siskiyou	0	$ -	3	$ 5,511,193.00	8	$ 6,818,154.33
Solano	0	$ -	2	$ 2,557,977.00	24	$ 55,285,956.00
Sonoma	0	$ -	3	$ 5,387,325.00	12	$ 36,848,388.00
Stanislaus	0	$ -	3	$ 9,846,549.92	24	$ 54,784,299.67
Sutter	0	$ -	0	$ -	4	$ 6,324,053.00
Tehama	0	$ -	0	$ -	15	$ 21,185,857.00
Trinity	0	$ -	0	$ -	1	$ 2,527,093.33
Tulare	0	$ -	3	$ 14,280,221.07	20	$ 66,335,366.00
Tuolumne	0	$ -	0	$ -	2	$ 497,958.00
Ventura	0	$ -	2	$ 7,009,482.00	22	$ 138,202,650.00
Yolo	0	$ -	1	$ 1,532,969.00	5	$ 6,232,856.00
Yuba	0	$ -	2	$ 8,672,031.00	8	$ 15,084,689.67
Total	**0**	**$ -**	**165**	**$ 709,448,741.92**	**1,136**	**$ 4,490,526,430.95**

Action Items

ADDITIONAL GRANT FOR GENERAL SITE DEVELOPMENT

PURPOSE OF REPORT

To seek approval from the State Allocation Board (Board) to extend the General Site Development grant for five years.

DESCRIPTION

The School Facility Program (SFP) Regulations authorizing the General Site Development grant will expire on January 1, 2026. With the passage of Proposition 2 in November 2024, it is anticipated that it will take approximately five years to distribute the funding made available. Therefore, this item provides the Board the option to extend the authority to provide the grant until January 1, 2031.

AUTHORITY

Education Code 17070.35 states, in part:
(a) In addition to all other powers and duties as are granted to the board by this chapter, other statutes, or the California Constitution, the board shall do all of the following:

(1) Adopt rules and regulations, pursuant to the rulemaking provisions of the Administrative Procedure Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, for the administration of this chapter. However, the board shall have no authority to set the level of the fees of any architect, structural engineer, or another design professional on any project…

BACKGROUND

When an applicant applies for SFP New Construction funding, supplemental site grants such as Service Site Development, Off-Site Development, Utilities, and General Site Development, may be requested. A description of what is included in each of these grant categories follows.

Service Site Development prepares the site for building or infrastructure construction and is performed within school property lines. Service site development includes such items as site demolition, rough grading, soil compaction, drainage and eligible erosion control.

Off-Site Development prepares the perimeter of two contiguous sides of the site including street grading and paving, storm drainage lines, curbs, gutters, sidewalks, and street lighting. These improvements are commonly dedicated for public use.

Utility costs involve the installation of water, sewer, gas, electricity, and communication lines necessary to serve the master-planned capacity of the site.

BACKGROUND (cont.)

> *General Site Development* includes, but is not limited to, finish grading, on-site hard surfaced areas for foot traffic, driveways, walkways, outdoor instructional play facilities, permanent playground equipment, athletic fields, and landscaping.

In December 2005, the Board requested that the Office of Public School Construction (OPSC) create a committee to look at the adequacy of new construction grants. Specifically, the Board asked that the committee address two issues: the equity of the SFP new construction base grant compared to the equivalent allowances provided under the Lease Purchase Program (LPP) when the State converted programs in 1998; and, if the grants were sufficient to build a completely new school.

In response, OPSC assembled the Grant Adequacy Ad Hoc Committee (Committee), which included representatives from several school districts, architectural, construction and construction management firms, consultants, the California Building Industry Association, the Department of Finance, the California Department of Education, and OPSC staff. The Committee took a two-step approach to the Board's request, and its first step concentrated on determining if the SFP new construction base grant was equitable at the time of conversion from the LPP.

The report back to the Board in April 2006 identified that additional analysis was warranted to fully explore the complexities of the funding model and how the additional grants may make up for differences seen when comparing the SFP base grant to the LPP base grants. However, through analysis, the Committee was unable to definitively conclude if the general site allowance was included in the SFP base grant. The Board requested that OPSC return the following month to present a proposal and recommendations regarding general site additional grants.

In May 2006, an item was presented to the Board for consideration of adding an additional grant for general site development. In the report, OPSC staff stated that "if general site development costs were factored into the development of the new construction base grant, then the new construction base grant does not take into account the size of the site." Because larger sites would incur more costs related to general site development, it was considered a reasonable conclusion that the general site costs were not fully factored into the development of the SFP new construction base grant. The Board adopted a temporary general site grant until a complete analysis of the new construction base grant could be completed. SFP Regulation Section 1859.76(d) implementing this additional grant was effective on September 5, 2006, with a suspension date of "no later than January 1, 2008, unless otherwise extended by amendments as adopted by the Board."

Subsequent Extensions
At the December 2007 meeting, the Board approved the first one-year extension of the General Site Development Grant. Since then, the Board has approved single-year extensions every year with three exceptions. In July 2011, the Board approved a two-year extension; in June 2018, the Board approved a five-year extension; and in September 2023, the Board approved a two-year extension.

BACKGROUND (cont.)

Proposition 2 Estimated Bond Fund Distribution Timeframe
On November 5, 2024, California voters approved Proposition 2, which implements the provisions of Assembly Bill 247 (Muratsuchi, Chapter 81, Statutes of 2024). In part, Proposition 2 provides $8.5 billion in proceeds from the sale of bonds for the construction and modernization of Transitional Kindergarten through Grade 12 school facilities. Assuming recent application processing rates continue, OPSC anticipates that distribution of bond funds authorized by Proposition 2 will take approximately five years.

STAFF ANALYSIS/STATEMENTS

Staff recommends that the Board approve a five-year extension to the General Site Development grant regulation, consistent with the estimated timeframe to allocate the remaining Proposition 2 authorized bond funds.

The proposed extension would prevent a lapse in regulatory authority and would continue to allow applications to be processed with the grant, provided that the regulation extension is approved by the Board, filed with the Office of Administrative Law, and in effect before the existing regulations expire. Funding applications received after January 1, 2026 would not be able to request this supplemental grant without the extension.

Summary
Staff recommends extending the General Site Development grant for five years, to sunset on January 1, 2031.

RECOMMENDATIONS

1. Adopt the proposed regulations as shown in the Attachment, which extends the General Site Development grant for five years to January 1, 2031.

2. Authorize the Executive Officer to file the proposed regulatory amendments with the Office of Administrative Law and make the regulations permanent.

ATTACHMENT

School Facility Program Regulatory Amendments

Section 1859.76. New Construction Additional Grant for Site Development Costs.

In addition to any other funding authorized by these Regulations, the Board shall provide funding equal to 50 percent of the following approved site development and applicable design costs:
…
(d) General Site Development costs within school property lines for an addition to an existing school site project wherein additional acreage is acquired, with the exception of existing school site acreage that is leased pursuant to Section 1859.22, or a new school project, determined as follows:
(1) $19,200 per Useable Acre as approved by the CDE. This sum may be increased by the percentage identified in Section 1859.83(b). The per acre amount shown above shall be adjusted annually in the manner prescribed in Section 1859.71.
(2) 6 percent of the State and district share for Elementary School Pupils and Middle School Pupils and 3.75 percent of the State and district share for High School Pupils of the New Construction Grant. For purposes of this calculation, the percentage amount for Severely Disabled Individuals with Exceptional Needs and Non-Severely Disabled Individuals with Exceptional Needs pupils shall be based on the type of project selected by the district on the Form SAB 50-04.
(3) 6 percent of the State and district share for Elementary School Pupils and Middle School Pupils and 3.75 percent of the State and district share for High School Pupils of the funding provided by Sections 1859.71.2, 1859.72, 1859.73, 1859.73.2, 1859.82.1(b)(4)(A)1., 1859.82.1(b)(4)(B), 1859.82.1(b)(4)(C), 1859.82.2(b)(4)(A), 1859.82.2(b)(4)(B), 1859.83(a), (b) and (c) and 1859.125(a)(1) through (a)(2).

Subsection (d) of this section shall be suspended no later than January 1, ~~2026~~2031, unless otherwise extended by amendments as adopted by the Board.
….

Note: Authority cited: Section 17070.35, Education Code.

Reference: Sections 17070.35, 17072.12 and 17072.35, Education Code.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 19, 2025

CORRECTIONS TO EMERGENCY REGULATORY AMENDMENTS FOR THE SCHOOL FACILITY PROGRAM

PURPOSE OF REPORT

To present the State Allocation Board (Board) with corrections to the proposed regulatory amendments previously approved by the Board at its June 25, 2025 meeting.

DESCRIPTION

On June 25, 2025, the Board approved proposed regulatory amendments, on an emergency basis, that implement and align with new statutory requirements pursuant to the provisions of the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2). There were four topics presented at the June Board meeting, as follows:

- Matching Shares
- 75 Years or Older Supplemental Grant
- Minimum Essential Facilities Supplemental Grant, and
- Transitional Kindergarten Supplemental Grant

This item seeks Board approval of minor, non-substantive corrections to the proposed regulatory amendments previously approved by the Board on June 25, 2025, pertaining to School Facility Program (SFP) Regulation Section 1859.78.9.1 Modernization Additional Grant for Minimum Essential Facilities and the *Application for Funding* (Form SAB 50-04).

AUTHORITY

Education Code Section 17070.35 states, in part:

> (a) In addition to all other powers and duties as are granted to the board by this chapter, other statutes, or the California Constitution, the board shall do all of the following:
> (1) Adopt rules and regulations, pursuant to the rulemaking provisions of the Administrative Procedure Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, for the administration of this chapter….

STAFF ANALYSIS/STATEMENTS

The June 25, 2025 Board item inadvertently contained two different versions of the newly proposed regulation section titled Modernization Additional Grant for Minimum Essential Facilities, one numbered as SFP Regulation Section 1859.77.5 and one numbered as SFP Regulation Section 1859.78.9.1. The section numbered 1859.77.5 was erroneous and should not have been included in the proposed regulatory

STAFF ANALYSIS/STATEMENTS (cont.)

amendments approved on June 25, 2025. Additionally, all instances in which Section 1859.77.5 was referenced in the June 25, 2025 cover item should have instead referenced Section 1859.78.9.1.

Previously Approved Section 1859.77.5 from the June 25, 2025 Board Item, which is Proposed to be Removed in this Item:

~~Section 1859.77.5. Modernization Additional Grant for Minimum Essential Facilities.~~

~~In addition to any other funding authorized by these Regulations, the Board shall provide grant amounts identified in Subsections (b) or (c) for an application for modernization if the eligible project includes a Minimum Essential Facility pursuant to Education Code Section 17073.16. The School District must meet all requirements to qualify for Modernization funding, prior to the additional grant pursuant to this section.~~

~~(a) A School District may request a modernization supplemental grant to construct a new or expand an existing multipurpose, gymnasium, library, school kitchen, or a hybrid combination of any of these four facility types, including, but not limited to, multipurpose/gymnasium hybrid, multipurpose/school kitchen hybrid, or multipurpose/gymnasium/school kitchen, when all of the following are met:~~
~~(1) The site does not have an existing Minimum Essential Facility, or the existing Minimum Essential Facility is not adequate to serve the enrollment of the school. For the purposes of this Section, an existing Minimum Essential Facility is considered inadequate to serve the enrollment of the school if the existing Square Footage is 60 percent or less than the square footage necessary for the enrollment in the current CBEDS Report at the time of receipt of an Approved Application at the site, as calculated pursuant to the chart in Section 1859.82.1(b)(4)(B)(2.).~~
~~(2) The site has not previously received funding pursuant to this article to construct or expand a Minimum Essential Facility.~~
~~(3) An Approved Application for Modernization funding has been received by OPSC for a project wherein the DSA-approved plans contain the construction or expansion of a Minimum Essential Facility eligible for this grant.~~
~~(A) An Approved Application received by the OPSC, on or after October 31, 2024, may be amended to request this supplemental grant provided the plans and specifications that contain the expansion or construction of a Minimum Essential Facility eligible for this supplemental grant were approved by the DSA prior to the receipt of the Approved Application.~~
~~(B) If the School District wishes to amend its Approved Application to include a request for this supplemental grant and the plans and specifications were approved by DSA~~

STAFF ANALYSIS/STATEMENTS (cont.)

~~after the receipt of the Approved Application, the School District must request in writing that the Approved Application be withdrawn and removed from OPSC's workload list. The resubmitted Approved Application will receive a new received date by OPSC.~~
~~(4) The construction contract(s) for the construction or expansion of the Minimum Essential Facility was executed on or after July 3, 2024.~~
~~(5) The Minimum Essential Facility must meet the requirements pursuant to the California Code of Regulations, Title 5.~~
~~(6) For purposes of this Section, a multipurpose/gymnasium hybrid is considered to be both a multipurpose room and a gymnasium. A school site with a middle school and/or high school pupils is eligible for one multipurpose room and one gymnasium; therefore, if a school site has an adequate multipurpose room and an adequate gymnasium, it is not eligible for a multipurpose/gymnasium hybrid under this Section.~~
~~(b) If all conditions in Subsection (a) are met, and the site is lacking one or more of the Minimum Essential Facilities, the application is eligible to receive a supplemental grant based on the Square Footage of the new Minimum Essential Facility justified by enrollment at the project site as follows:~~
~~(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.~~
~~(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the actual Square Footage constructed or the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)(2.).~~
~~(3) If a School District submits documentation that demonstrates additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.~~
~~(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.~~
~~(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.~~
~~(6) In addition to the funding provided in Subsections (4) and (5), the application is eligible to receive an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.~~
~~(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible costs pursuant to Section 1859.76 (a), (b),~~

STAFF ANALYSIS/STATEMENTS (cont.)

~~and (c) by submitting a detailed cost estimate for site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and submitting any justification documents that will support the work with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the district that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (b)(2) and (b)(3).~~

~~(c) If all conditions in Subsection (a) are met, and the site's existing Minimum Essential Facility is not adequate to serve the enrollment of the school, the application is eligible to receive a supplemental grant based on the square footage of the expanded Minimum Essential Facility justified by enrollment at the project site as follows:~~

~~(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.~~

~~(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the delta between the Square Footage of the existing Minimum Essential Facility and actual Square Footage constructed or the delta between the Square Footage of the existing Minimum Essential Facility and the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)(2).~~

~~(3) If a School District submits documentation that demonstrates that additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.~~

~~(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.~~

~~(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.~~

~~(6) In addition to the funding provided in Subsections (4) and (5), an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.~~

STAFF ANALYSIS/STATEMENTS (cont.)

~~(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible site development costs pursuant to Section 1859.76 (a), (b) and (c) by submitting a detailed cost estimate for site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and submitting any justification documents that will support the work with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the School District that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (c)(2) and (c)(3).~~

~~Note: Authority cited: Sections 17070.35 and 17073.16, Education Code. Reference: Sections 17073.16 and 17074.25, Education Code~~

Previously Approved Section 1859.78.9.1 from the June 25, 2025 Board Item, which Remains Unchanged in this Item:

Section 1859.78.9.1. Modernization Additional Grant for Minimum Essential Facilities.

In addition to any other funding authorized by these Regulations, the Board shall provide grant amounts identified in Subsections (b) or (c) for an application for modernization if the eligible project includes a Minimum Essential Facility pursuant to Education Code Section 17073.16. The School District must meet all requirements to qualify for Modernization funding, prior to the additional grant pursuant to this section.

(a) A School District may request a modernization supplemental grant to construct a new or expand an existing multipurpose, gymnasium, library, school kitchen, or a hybrid combination of any of these four facility types, including, but not limited to, multipurpose/gymnasium hybrid, multipurpose/school kitchen hybrid, or multipurpose/gymnasium/school kitchen, when all of the following are met:
(1) The site does not have an existing Minimum Essential Facility, or the existing Minimum Essential Facility is not adequate to serve the enrollment of the school. For the purposes of this Section, to determine if an existing Minimum Essential Facility is inadequate, the existing Square Footage is 60 percent or less than the square footage necessary for the enrollment in the current CBEDS Report at the time of receipt of an Approved Application at the site as calculated pursuant to the chart in Section 1859.82.1(b)(4)(B)2.

STAFF ANALYSIS/STATEMENTS (cont.)

(2) The site has not previously received funding pursuant to this article to construct or expand a Minimum Essential Facility.
(3) An Approved Application for Modernization funding has been received by OPSC for a project wherein the DSA-approved plans contain the construction or expansion of a Minimum Essential Facility eligible for this grant.
(A) An Approved Application received by the OPSC, on or after October 31, 2024, may be amended to request this supplemental grant provided the plans and specifications that contain the expansion or construction of a Minimum Essential Facility eligible for this supplemental grant were approved by the DSA prior to the receipt of the Approved Application.
(B) If the School District wishes to amend its Approved Application to include a request for this supplemental grant and the plans and specifications were approved by DSA after the receipt of the Approved Application, the School District must request in writing that the Approved Application be withdrawn and removed from OPSC's workload list. The resubmitted Approved Application will receive a new received date by OPSC.
(4) The construction contract(s) for the construction or expansion of the Minimum Essential Facility was executed on or after July 3, 2024.
(5) The Minimum Essential Facility must meet the requirements pursuant to the California Code of Regulations, Title 5.
(6) For purposes of this Section, a multipurpose/gymnasium Hybrid is considered to be both a multipurpose and a gymnasium. A school site with a middle school and/or high school pupils is eligible for one multipurpose and one gymnasium; therefore, if a school site has an adequate multipurpose and an adequate gymnasium, it is not eligible for a Multipurpose/Gymnasium Hybrid under this Section.
(b) If all conditions in Subsection (a) are met, and the site is lacking one or more of the Minimum Essential Facilities, the application is eligible to receive a supplemental grant based on the Square Footage of the new Minimum Essential Facility constructed justified by enrollment at the project site as follows:
(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.
(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the actual Square Footage constructed or the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)2.
(3) If a School District submits documentation that demonstrates additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.
(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.

STAFF ANALYSIS/STATEMENTS (cont.)

(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(6) In addition to the funding provided in Subsections (4) and (5), an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.
(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible costs pursuant to Section 1859.76 (a), (b), and (c) by submitting a detailed cost estimate for requests related to site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and any justification documents that will support the work must be submitted with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the district that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (b)(2) and (b)(3).
(c) If all conditions in Subsection (a) are met, and the site's existing Minimum Essential Facility is not adequate to serve the enrollment of the school, the application is eligible to receive a supplemental grant based on the square footage of the expanded Minimum Essential Facility constructed justified by enrollment at the project site as follows:
(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.
(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the delta between the Square Footage of the existing Minimum Essential Facility and actual Square Footage constructed or the delta between the Square Footage of the existing Minimum Essential Facility and the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)(2).
(3) If a School District submits documentation that demonstrates that additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.
(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square

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foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(6) In addition to the funding provided in Subsections (4) and (5), an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.
(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible site development costs pursuant to Section 1859.76 (a), (b) and (c) by submitting a detailed cost estimate for requests related to site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and any justification documents that will support the work must be submitted with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the School District that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (c)(2) and (c)(3).

Note: Authority cited: Sections 17070.35 and 17073.16, Education Code.
Reference: Sections 17073.16 and 17074.25, Education Code

Summary of Proposed Corrections to the Form SAB 50-04 Previously Approved as Part of the June 25, 2025 Board Item:

There are three changes to the Form SAB 50-04 amendments adopted as part of the June 25, 2025 Board item, which are indicated in **bold** and highlighted yellow for emphasis on pages 2, 4 and 6 of Attachment A. The first change on page 2 adds the word “Section” to a regulatory citation. On pages 4 and 6, the instructions are changed to align the references to enrollment data with the corresponding Regulation Sections 1859.78.9.2 and 1859.70.5(a)(3) previously approved on June 25, 2025. On page 4, the instructions previously referenced the Longitudinal Pupil Achievement Data System (CALPADS) and grade levels K-3. These references have been corrected to reflect the

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California Basic Educational Data System (CBEDS) as the source of enrollment data for grade levels TK-3 to align with the data fields on page 8 of the Form. On page 6, the inserted language directs the applicant to enter specific enrollment data as it would have been reported on the *Enrollment Certification/Projection* (Form SAB 50-01).

Attachment B is the previously approved emergency regulatory action Board item adopted on June 25, 2025.[1]

RECOMMENDATIONS

1. Adopt the correction to the SFP Regulations adopted on June 25, 2025 to remove erroneous Section 1859.77.5 and reaffirm SFP Regulation Section 1859.78.9.1 as the correct section for the new SFP Regulation pertaining to the Modernization Additional Grant for Minimum Essential Facilities, as shown on pages 2 through 8.

2. Adopt the corrections to the Form SAB 50-04 previously approved at the June 25, 2025 Board meeting, as shown on Attachment A.

3. Authorize the Executive Officer to combine the corrections indicated in this item, along with the regulations previously approved by the Board at its June 25, 2025 meeting, into one rulemaking file, and to file the regulations with the Office of Administrative Law on an emergency basis and make the regulations permanent.

[1] For ease of reference, Attachment B of this item does not include copies of all associated stakeholder meeting items that were included as Attachment E in the June 25, 2025 Board item.

GENERAL INFORMATION

If this application is submitted when there is Insufficient Bond Authority, as defined in Regulation Section 1859.2, the School District must adopt and submit a school board resolution, pursuant to Regulation Section 1859.95.1. For information regarding remaining bond authority, contact the Office of Public School Construction (OPSC) prior to submittal of this application.

If not previously submitted, a district may file an application for modernization funding by use of this form concurrently with a determination of or an adjustment to the district's modernization eligibility. The district must submit a determination of or an adjustment to the district's new construction baseline eligibility upon request, as described in Regulation Sections 1859.51 or 1859.70, as applicable. The Board will only provide new construction funding if this form is submitted prior to the date of occupancy of any classrooms included in the construction contract. If the district has a pending reorganization election that will result in the loss of eligibility for the proposed project, the district must submit an adjustment to the district's new construction baseline eligibility as required in Section 1859.51 upon request. This may be accomplished by completion and submittal of Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 for the current enrollment year. Failure to submit the requested Forms may result in OPSC returning the funding application to the district unprocessed.

For purposes of Education Code Section 17073.25, the California Department of Education (CDE) is permitted to file modernization applications on behalf of the California Schools for the Deaf and Blind.

Requests for funding may be made as follows:

1. A separate apportionment for site acquisition for a new construction project for environmental hardship pursuant to Section 1859.75.1. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 (if not previously submitted).
   - Contingent site approval letter from the CDE.
   - Preliminary appraisal of property.
   - Approval letter from the Department of Toxic Substances Control.

2. A separate apportionment for site acquisition and/or design costs for a new construction project pursuant to Section 1859.81.1. This apportionment is available only to districts that meet the financial hardship criteria in Section 1859.81. Districts may apply for a separate apportionment for the design and for site acquisition on the same project. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 (if not previously submitted).
   - Contingent site approval letter from the CDE (site apportionment only).
   - Preliminary appraisal of property (site apportionment only).

3. A separate apportionment for district-owned site acquisition cost pursuant to Section 1859.81.2. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 (if not previously submitted).
   - Site approval letter from the CDE.
   - Appraisal of district-owned site.
   - Cost benefit analysis as prescribed in Section 1859.74.6 or a copy of the Board finding that the non-school function on the district-owned site must be relocated.

4. A separate apportionment for design cost for a modernization project pursuant to Section 1859.81.1. This apportionment is available only to districts that meet the financial hardship criteria in Section 1859.81. For purposes of this apportionment, the Form SAB 50-03 must accompany this form (if not previously submitted).

5. A New Construction Adjusted Grant pursuant to Section 1859.70 or 1859.180. If the funding request includes site acquisition, the proposed site must either be owned by the district, in escrow, or the district has filed condemnation proceedings and received an order of possession of the site. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03.
   - Site/plan approval letter from the CDE.
   - Appraisal of property if requesting site acquisition funds.
   - Plans and specifications (P&S) for the project that were approved by the DSA. Submittal of plans may be on CD-ROM or "Zip Drive" readable in AutoCAD 14. The specifications may be provided on a diskette that is IBM compatible.
   - Cost estimate of proposed site development, if requesting site development funding.
   - If this request is pursuant to Section 1859.77.2 and the district's housing plan is other than those listed in the certification section of this form, a copy of the school board resolution and the approved housing plan.
   - If the site apportionment is requested pursuant to Regulation Section 1859.74.5, a cost benefit analysis as prescribed in Regulation Section 1859.74.6 or a copy of the Board finding that the non-school function on the district-owned site must be relocated.
   - If this request is fully or partially based on eligibility derived from an Alternative Enrollment Projection, a justification of how the project relieves overcrowding, including but not limited to, the elimination of the use of Concept 6 calendars, four track year-round calendars, or bussing in excess of 40 minutes.
   - Written confirmation from the district's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.

6. For purposes of the Overcrowding Relief Grant (ORG), districts must submit the Overcrowding Relief Grant District-Wide Eligibility Determination (Form SAB 50-11) prior to the submittal of this funding application. In addition, districts must have had the CDE deem the site eligible for the ORG (pursuant to Section 1859.181) prior to the submittal of this application. For purposes of this apportionment, the following documents must be submitted with this form as well as the documents listed in section 5 above:

   - Overcrowding Relief Grant Eligibility Determination Form approved by the CDE.
   - Copies of the supporting documentation provided to the CDE when determining the density of the site, including the site diagram.

   The district is not required to submit its current CBEDS enrollment data.

7. Modernization Adjusted Grant pursuant to Section 1859.70. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-03 (if not previously submitted).
   - P&S for the project that were approved by the DSA.
   - If the request includes funding for accessibility and fire code requirement pursuant to Section 1859.83(f), the DSA approved list of the minimum accessibility work required and a detailed cost estimate for the work in the plans.

- DSA approval letter for elevator to meet ~~handicapped~~ access compliance, if funding is requested.
- Cost estimate of the proposed site development necessary for the Reconfiguration of an existing high school.
- Plan approval letter from the CDE.
- Districtwide enrollment data on Form SAB 50-01 when requesting project assistance (if not previously submitted).
- If the request includes funding for 50 year old permanent buildings pursuant to Section 1859.78.6, a site diagram identifying all buildings to be modernized in the project. The diagram must specify those buildings that are at least 50 years old.
- Written confirmation from the district's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.
- For requests to replace 75 Years or Older Building(s) per Section 1859.78.7.1, the district must submit the following:
  - A completed *75 Years or Older Building Cost Estimate and Cost/Benefit Analysis* (Form SAB 57-75).
  - A copy of the demolition plans, or other supporting documentation, that demonstrate the demolition of the qualifying 75 Years or Older Building(s).
  - A detailed cost estimate that delineates the cost associated with the work to demolish and replace the qualifying 75 Years or Older Building(s), inclusive of the allowable site development costs per **Section** 1859.78.7.1, apart from the other Modernization work in the DSA-approved plans.
- If the request includes funding for the construction of a Minimum Essential Facility (MEF) per Section 1859.78.9.1, or a Transitional Kindergarten classroom(s) per Section 1859.78.9.2, the district must submit a detailed cost estimate that delineates the cost associated with the work for the qualifying facility(s) in the DSA-approved plans apart from the other Modernization work in the DSA-approved plans.

8. Final Charter School Apportionment for Charter School Facilities Rehabilitation pursuant to Section 1859.167.1. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - P&S for the project that were approved by DSA.
   - If the request includes funding for accessibility and fire code requirement pursuant to Section 1859.167.3(d), the DSA approved list of the minimum accessibility work required and a detailed cost estimate for the work in the plans.
   - DSA approval letter for elevator to meet ~~handicapped~~ access compliance, if funding is requested.
   - High performance incentive (HPI) scorecard from DSA.
   - Plan approval letter from the CDE.
   - Construction cost estimate signed by the architect of record or design professional.
   - Determination of financial soundness from the California School Finance Authority (CSFA).
   - Written confirmation from the applicant's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.

9. If the application includes a request for Financial Hardship, the district must comply with the requirements of Section 1859.81.

   - If the application is submitted when there is Insufficient Bond Authority, as defined in Section 1859.2, the district must adopt a school board resolution pursuant to Section 1859.95.1(b).

If the district is requesting New Construction funding after the initial baseline eligibility was approved by the Board and the district's current CBEDS enrollment reporting year is later than the enrollment reporting year used to determine the district's baseline eligibility or adjusted eligibility, the district must complete a new Form SAB 50-01 based on the current year CBEDS enrollment data, and submit it to the OPSC with this form. In addition, if the district's request is fully or partially based on eligibility derived from an Alternative Enrollment Projection, the district must update the Alternative Enrollment Projection to correspond with the CBEDS enrollment data for the current year. A small district with 2,500 or less enrollment as defined in Section 1859.2 will not have its eligibility reduced for a period of three years from the date the district's baseline eligibility was approved by the Board as a result of reduction in projected enrollment.

For a list of the documents that must be submitted in order for the OPSC to deem a funding request for new construction or modernization complete and ready for OPSC processing, consult the SFP handbook and other information located on the OPSC Web site at www.dgs.ca.gov/opsc.

For purposes of completing this form for a Final Charter School Apportionment, a charter school shall be treated as a school district.

SPECIFIC INSTRUCTIONS

The district must assign a Project Tracking Number (PTN) to this project. The same PTN is used by the OPSC, the DSA and the CDE for all project applications submitted to those agencies to track a particular project through the entire state application review process. If the district has already assigned a PTN to this project by prior submittal of the P&S to either the DSA or the CDE for approval, use that PTN for this application submittal. If no PTN has been previously assigned for this project, a PTN may be obtained from the OPSC Web site at www.dgs.ca.gov/opsc "PT Number Generator."

1. Type of Application

Check the appropriate box that indicates the type of School Facility Program (SFP) grant the district is requesting for purposes of new construction, modernization, a separate design and/or site apportionment, site apportionment as an environmental hardship or New Construction (Final Apportionment). If the application is for the modernization of school facilities and includes facilities that are eligible for an additional apportionment pursuant to Section 1859.78.8, include a site diagram with this application that specifies the age of each facility eligible for modernization. The diagram should also indicate the date of its original DSA plan approval and the date the facility received its prior modernization apportionment. If known include the project modernization number on the diagram. If the application is for modernization of a California School for the Deaf or Blind, the CDE shall check the box identified as Modernization of California Schools for the Deaf/Blind. If the request is for a separate design apportionment, the CDE shall check the appropriate box. If the eligibility for this project was established as a result of a health and safety threat pursuant to Section 1859.82.1, or a seismic replacement or seismic rehabilitation for the Most Vulnerable Category 2 Buildings pursuant to Section 1859.82.2, and/or the request is for a conceptual approval for a Facility Hardship application pursuant to Section 1859.82.3(a) or a Seismic Mitigation Program application pursuant to Section 1859.82.3(b), check the appropriate box(es).

If this request is for an addition to an existing site and advance funding for the evaluation and RA costs, check the appropriate box and refer to Section 1859.74.4.

If this request is for an Overcrowding Relief Grant, check the New Construction (Overcrowding Relief Grant) box.

If this request is to convert a Preliminary Apportionment or a Preliminary Charter School Apportionment to a Final Apportionment, check the New Construction Final Apportionment, New Construction Final Charter School Apportionment or the Rehabilitation Final Charter School Apportionment box, as appropriate.

If the district is requesting a separate site and/or design apportionment, complete boxes 2a, 3, 4, the site acquisition data in box 5 (d and e), and boxes 13, 14, 15, 16, and 24 only.

2. Type of Project

a. Select the type of project that best represents this application request and enter the total number of pupils assigned to the project for each grade group. Include pupils to be housed in a new or replacement school authorized by Section 1859.82 (a). The amount entered cannot exceed the district's baseline eligibility determined on Form SAB 50-03 and will be the basis for the amount of the new construction or modernization grants provided for the project.

If this request is for a Final Apportionment, the pupils assigned to the project must be at least 75 percent, but not more than 100 percent, of the pupils that received the Preliminary Apportionment. Refer to Section 1859.147.

For ORG projects, the amount entered cannot exceed the Overcrowding Relief Pupil Eligibility (pursuant to Section 1859.182 and 1859.183) as reflected in the total number of eligible pupils determined by the Form SAB 50-11 or the CDE Overcrowding Relief Grant Eligibility Determination form.

For Charter School Facilities Program Rehabilitation, leave the number of pupils blank.

b. Check the box if the project is eligible for funding for 50 year or older permanent buildings and report, at the option of the district:

- The total number of eligible classrooms or the total eligible square footage building area at the site. Refer to Section 1859.78.6(b)(1)(A) or (b)(2)(A).
- The total number of permanent classrooms or the total permanent square footage building area that is at least 50 years old and not been previously modernized with state funds. Refer to Section 1859.78.6(b)(1)(B) or (b)(2)(B).
- Enter the greater percentage as calculated under Regulation Section 1859.78.6(b)(1)(C) or Regulation Section 1859.78.6(b)(2)(C).
- If this project includes eligible 50 year or older pupil grants, enter the appropriate number assigned to the project for each grade group. The number of pupils entered cannot exceed the cumulative number of 50 year or older permanent buildings pupil grants requested for all modernization funding applications for the site as determined by using the percentage factor above.

c. If this request includes pupil grants generated by an Alternative Enrollment Projection Method, enter the number of pupils by grade level.

d. Check the box if the project is eligible for funding for 75 Years or Older Buildings and report the following, if applicable:

- The total number of eligible classrooms and/or the total eligible square footage building area being demolished. Refer to Section 1859.78.7.1.
- The total number of eligible classrooms and/or the total eligible square footage building area being constructed. Refer to Section 1859.78.7.1.
- Enter the appropriate number assigned to the project for each grade group. The number of pupils entered cannot exceed the cumulative number of pupil grants requested in Section 2a. and determined by using the percentage factor above.

e.~~d.~~ Indicate if this request is for funding of a 6–8 school and/or an Alternative Education School.

f.~~e.~~ Check the applicable box if the district is requesting additional pupil grants assigned to the project that exceed the capacity of the project or if the pupils assigned represent eligibility determined at another grade level and check the appropriate box to indicate under which regulation the district is applying. The pupil capacity of the project may be determined by multiplying the classrooms reported in box 3 by 25 for K–6; 27 for 7–8, 9–12 grades; 13 for non-severe and 9 for severe.

g.~~f.~~ Enter the square footage of the non-toilet area and toilet area contained in the Charter School Facilities Program Rehabilitation project.

h.~~g.~~ Indicate the site scenario that best represents the project request.

i.~~h.~~ For ORG projects, the district must provide the following information in the space provided:

- Name of the eligible school site(s) where portables will be replaced in this project
- Number of portables being replaced at each school site
- Number of site specific eligible pupils being requested for this project for each school site. The total number of site specific eligible pupils assigned to this project must equal the total number of pupils in Section 2a.

3. Number of Classrooms

Enter the:

- Number of classrooms as shown on the plans and specifications (P&S). If there was demolition at the site, report the net increase in the number of classrooms showing in the P&S.
- Master plan site size, as recommended by the California Department of Education.
- Recommended site size, as determined by the California Department of Education.
- Existing Useable Acres already owned at that location (if any).
- Proposed Useable Acres that was/will be purchased as part of the application (if any).

4. Financial Hardship Request

Check the appropriate box(es) if the district is requesting financial hardship assistance because it is unable to meet its matching share requirement.

- If the application includes a request for Financial Hardship, the district must comply with the requirements of Section 1859.81.
- If there is Insufficient Bond Authority for the type of application, check the second box and attach a school board resolution pursuant to Section 1859.95.1(b).

5. New Construction Additional Grant Request

Check the appropriate box(es) if the district requests an augmentation to the new construction grant for "additional" grants for the items listed. Refer to Sections 1859.72 through 1859.76 for eligibility criteria. Enter the:

a. Therapy area in square feet as provided in Section 1859.72.
b. Multilevel classrooms in the P&S pursuant to Section 1859.73.
c. Check the box if the district is requesting project assistance pursuant to Section 1859.73.1. If the district has not submitted a request for new construction baseline eligibility on a district-wide basis, it must submit a current Form SAB 50-01 based on district-wide enrollment data with this form.
d. If the project the district is requesting SFP funding for does not require an RA, refer to Section 1859.74. If a RA is required on a site that is not leased or an addition to an existing site, refer to Section 1859.74.2. If RAs are required on a leased site or an addition to an existing site, refer to Sections 1859.74.3 or

1859.74.4, respectively. The limitation of 50 percent may be exceeded when unforeseen circumstances exist, the CDE determines that the site is the best available site, and substantiation that the costs are the minimum required to complete the evaluation and RA.

1) Enter 50 percent of the actual cost.
2) Enter 50 percent of the appraised value of the site. If the request is made pursuant to Regulation Section 1859.74.5, enter 50 percent of the appraised value.
3) Enter 50 percent of the allowable relocation cost.
4) Enter two percent of the lesser of the actual cost or appraised value of the site (minimum $25,000).
5) Enter 50 percent of the Department of Toxic Substances Control (DTSC) fee for review and approval of the phase one environmental site assessment and preliminary endangerment assessment reports. Refer to Sections 1859.74, 1859.74.1, 1859.74.5, 1859.75, 1859.75.1 and 1859.81.1.

A project that received site acquisition funds under the Lease-Purchase Program (LPP) as a priority two project is not eligible for site acquisition funds under the SFP. A district-owned site acquired with LPP, SFP or Proposition 1A funds is not eligible for funding under Regulation Section 1859.74.5.

e. Enter 50 percent of the amount allowable for hazardous materials/waste removal and/or remediation for the site acquired pursuant to Sections 1859.74.2, 1859.74.3, 1859.74.4, 1859.75.1 or 1859.81.1. If an RA is required, check the box.

f. Enter 50 percent of eligible service-site development, off-site development including pedestrian safety paths and utilities costs allowed pursuant to Section 1859.76. Attach cost estimates of the proposed site development work which shall be supported and justified in the P&S. All cost estimates shall reflect 100 percent of the proposed work.

Check the box if the district is requesting an Additional Grant for General Site Development pursuant to Section 1859.76

g. If the district is requesting an Additional Grant for Energy Efficiency pursuant to Section 1859.71.3, enter the percentage of energy efficiency that exceeds Title 24 requirements as prescribed in Section 1859.71.3(a)(3).

h. Check the box(es) if the district requests and the project qualifies for additional funding for fire code requirements authorized in Section 1859.71.2.

i. If the district is requesting an Additional Grant for High Performance Incentive pursuant to Section 1859.70.4, enter the number of high performance points as prescribed in Section 1859.71.6 or 1859.77.4, as appropriate, subject to Education Code Section 17070.965.

6. Modernization Additional Grant Request

a. Check the box if the district is requesting project assistance allowance pursuant to Section 1859.78.2. If the district has not submitted a request for new construction baseline eligibility on a district-wide basis, it must submit a current Form SAB 50-01 based on district-wide enrollment data with this form.

b. If the district is requesting an Additional Grant for Energy Efficiency pursuant to Section 1859.78.5, enter the percentage of energy efficiency that exceeds Title 24 requirements as prescribed in Section 1859.78.5(a)(3).

c. Check the box if the district requests an additional grant for site development utility cost necessary for the modernization of 50 years or older permanent building(s). Enter 60 percent of the eligible costs allowable pursuant to Section 1859.78.7(a).

d. Check the box if the district requests an additional grant for site development utility cost necessary for the replacement of a 75 Years or Older Building, if not already provided under the provisions pursuant to Section 1859.78.7(a). Enter 60 percent of the eligible costs allowable.

e.~~d.~~ Check the box(es) if the district requests and the project qualifies for additional funding for fire code requirements authorized in Section 1859.78.4.

f.~~e.~~ If the district is requesting an Additional Grant for High Performance Incentive pursuant to Section 1859.70.4, enter the number of high performance points as prescribed in Section 1859.77.4, subject to Education Code Section 17070.965.

g. Check the box if the district is requesting an Additional Grant for a Minimum Essential Facility pursuant to Regulation Section 1859.78.9.1. Check the box for the type of facility being requested (if the facility is a hybrid facility, select 'Hybrid' and indicate the type of facility on the line provided) and indicate the amount of eligible Toilet and Other square footage being built in the project. Check the appropriate box depending on whether the Minimum Essential Facility is permanent or portable construction. Check the box if the district is requesting an additional grant for Site Development pursuant to Regulation Section 1859.78.9.1. At the district's option, the district may request 35 percent of the Minimum Essential Facility supplemental grant or enter 60 percent of the amount calculated pursuant to Regulation Section 1859.78.9.1(b)(7) or 1859.78.9.1(c)(7).

h. 1) Check the box if the district is requesting an Additional Grant for Transitional Kindergarten classrooms for the construction of a new transitional kindergarten classroom(s) and/or retrofit of an existing school facility to be a transitional kindergarten classroom(s). Check the appropriate boxes if the district is augmenting the grant with additional supplemental grants respective of the transitional kindergarten classroom project scope. Check the box if the district is requesting an additional grant for Site Development pursuant to Regulation Section 1859.78.9.2. The district may choose to request 35 percent of the Transitional Kindergarten supplemental grant, or enter 60 percent of minimum work amount, pursuant to Regulation Section 1859.78.9.2(c)(4) or 1859.78.9.2(c)(5)~~(A)~~.

h. 2) The information needed to complete this section is based on the latest California **Basic Educational Data System (CBEDS) enrollment data** ~~Longitudinal Pupil Achievement Data System (CALPADS) that is available approximately October 15th of each year.~~ Applications filed on or after November 1st must include the current school year enrollment. ~~Report the current year and the three prior years' K–3 enrollment, as appropriate.~~ Enter the ~~CALPADS~~ **CBEDS** enrollment **for grades TK-3** at the school site for the current year and the three prior years' **TK–3** enrollment, as appropriate.

Requests for funding shall include the documents as follows:

- Site map that includes labelling of all facilities and their current use, and identifies all classrooms constructed or previously retrofitted to house kindergarten students.
- Narrative that explains the current classroom and facility usage at the site, what the School District plans to do with the project, and the resulting usage at the completion of the project.

7. Excessive Cost Hardship Request

Check the appropriate box to request an augmentation to the New Construction or Modernization Grants for an excessive cost hardship for the items listed. Refer to Section 1859.83 for eligibility criteria. Requests for excessive cost grants for accessibility requirements are allowed only if required by the Division of the State Architect (DSA). At the district's option, the district may request three percent of the modernization

base grant or enter the amount calculated pursuant to Regulation Section 1859.83(f). Attach a copy of the DSA approved list that shows the minimum work necessary for accessibility requirements.

If the request is for the excessive cost grant for a new Alternative Education school pursuant to Section 1859.83(c)(2) and the district wishes to request less than the maximum allowance, please submit a letter along with application indicating the desired amount.

8. Charter School Facilities Program Rehabilitation – Additional Grant and Excessive Cost Hardship Request

Additional Grant Request

a. If the applicant is requesting an Additional Grant for High Performance Incentive pursuant to Section 1859.77.4, enter the number of high performance points as prescribed in Section 1859.77.4.

Excessive Cost Hardship Request

Check the appropriate box to request an augmentation to the Charter School Facilities Program Rehabilitation grants for an excessive cost hardship for the items listed. Refer to Section 1859.167.4 for eligibility criteria.

b. Check the box if the applicant requests and qualifies for an Excessive Cost Hardship Grant due to Geographic Location pursuant to Section 1859.167.3(a).
c. Check the box if the applicant requests and qualifies for an Excessive Cost Hardship Grant for a small size project pursuant to Section 1859.167.3(b).
d. Check the box if the applicant requests and qualifies for an Excessive Cost Hardship Grant due to Urban Location, Security Requirements, and Impacted Site pursuant to Section 1859.167.3(c).
e. Check the box if the applicant requests and qualifies for an Excessive Cost Hardship Grant due to accessibility and fire code requirements pursuant to Section 1859.167.3(d). Requests for excessive cost grants for accessibility requirements are allowed only if required by the Division of the State Architect (DSA). At the applicant's option, the applicant may request three percent of the Charter School Facilities Program Rehabilitation Grant or enter 50 percent of the amount calculated pursuant to Regulation Section 1859.167.3(d)(2). Attach a copy of the DSA approved list that shows the minimum work necessary for accessibility requirements.

9. Project Priority Funding Order

Enter the priority order of this project in relation to other new construction applications submitted by the district on the same date. If applications are not received on the same date, the OPSC will assign a higher district priority to the application received first. Check the box(es) if the project meets the criteria outlined in Section 1859.92(c)(3),(4) and (6), as appropriate. This information is needed for purposes of priority points.

10. Prior Approval Under the LPP

If the project the district is requesting SFP grants for received a Phase P, S, or C approval under the LPP, report the application number of that project, regardless if the project actually received funding or was included on an "unfunded" list. Failure to report this information may delay the processing of the application by the OPSC.

11. Prior Apportionment Under the SFP

If the project received a separate apportionment under the SFP for either site and/ or design, or site environmental hardship, enter the application number of the project. Failure to report this information may delay the processing of the application by the OPSC.

12. Preliminary Apportionment to a Final Apportionment

If this request is to convert a Preliminary Apportionment to a Final Apportionment, enter the application number of the Preliminary Apportionment. Failure to report this information may delay the processing of the application by the OPSC.

13. Alternative Developer Fee

The district must report certain alternative fees collected pursuant to Government Code Section 65995.7, as of the date of application submittal to the OPSC. Refer to Section 1859.77 for details. Districts are advised that the OPSC may perform an audit of the developer fees collected prior to application approval by the Board.

14. Adjustment to New Construction Baseline Eligibility

Pursuant to Section 1859.51 certain adjustments to the district's new construction baseline eligibility must be made each time a district submits Form SAB 50-04, to the OPSC for SFP new construction or modernization grants. These adjustments are made by the OPSC based on information reported by the district on this form.

a. Report all classroom(s) provided after the district submitted its request for determination of its new construction baseline eligibility for the grades shown, or indicate N/A if there are none. Refer to Section 1859.51(i).

In the additional classroom column, indicate the number of additional net classrooms provided if not previously reported.

In the replacement classroom column, indicate the number of classrooms that were included in the determination of the district's new construction eligibility pursuant to Education Code Section 17071.75 but replaced in a locally funded project.

Enter the date the initial construction contract was signed for additional or replacement classrooms.

15. Pending Reorganization Election

Complete only for new construction projects. Indicate if there is a pending reorganization election that will result in a loss of eligibility for this project. If the answer is "yes", the district must complete Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03, to adjust the district's new construction baseline eligibility as a result of the reorganization and submit them with this form.

16. Joint-Use Facility/Leased Property

Check the box if:

a. The facilities to be constructed/modernized as part of this project will be for joint use by other governmental agencies.
b. The new construction or modernization grants will be used for facilities located or to be located on leased property.

17. Project Progress Dates

a. Enter the date(s) the construction contract(s) was awarded for this project(s). If a construction contract has not been executed, enter N/A. (If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)
b. Enter the issue date(s) for the Notice to Proceed for the construction phase of the project, or enter N/A if a Notice to Proceed has not been issued.
c. If a construction contract was awarded prior to January 1, 2012, check the appropriate box to indicate whether or not the district has initiated and enforced a Labor Compliance Program (LCP) approved by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.7 for this project.

18. Prevailing Wage Monitoring and Enforcement Costs
If the construction contract(s) for this project was awarded on January 1, 2012 through June 19, 2014, check the appropriate box to indicate which of the following methods was or is being used to meet the requirement for prevailing wage monitoring and enforcement pursuant to Labor Code Section 1771.3 in effect on January 1, 2012 through June 19, 2014:

- DIR Public Works administration and enforcement
- A DIR-approved internal LCP
- A collective bargaining agreement that meets the criteria set forth in Labor Code Section 1771.3(b)(3) in effect on January 1, 2012 through June 19, 2014.

19. Construction Delivery Method
Check the box that best represents the construction delivery method that the district has or will use for this project, if known.

20. Career Technical Education Funds Request
Indicate if Career Technical Education (CTE) funds will be requested for classroom(s) included in the plans and specifications for this project pursuant to Section 1859.193. If "Yes", enter the number of CTE classroom(s) shown on the P&S.

21. Overcrowding Relief Grant Narrative
The district must either provide an explanation in the space provided or attach a letter signed by the district representative detailing how this project will relieve overcrowding.

22. Local Funding Adjustment Grant
Enter the following:

a. The district's total assessed valuation, pursuant to Section 1859.70.5(a)(1). The district must provide a letter from the county auditor-controller that certifies the school district's total assessed valuation.

b. The district's gross bonding capacity, rounded to the nearest whole dollar. To calculate this, take the total assessed valuation and multiply that by 1.25% for non-unified school districts or 2.5% for unified school districts, rounded to two decimal places.

c. The district's unduplicated pupil percentage as determined for purposes of the local control funding formula pursuant to Education Code Section 42238.02, rounded to two decimal places.

d. The district's enrollment, pursuant to Section 1859.70.5(a)(3) based on the latest California Basic Educational Data System (CBEDS) **enrollment data as it would have been reported using the criteria in Parts A, C and D of the Form SAB 50-01** ~~that is available approximately October 15 of each year~~. Applications filed on or after November 1 must include the current school year enrollment.

e. Check Yes or No to indicate whether the project includes the use of a Project Labor Agreement for this application. If the district indicates it intends to have a Project Labor Agreement, but does not yet, it will be audited for compliance and the funding will be adjusted accordingly if it does not have a Project Labor Agreement.

~~22.~~ 23. Architect of Record or Licensed Architect Certification
The architect of record or the licensed architect must complete this section.

~~23.~~ 24. Architect of Record or Design Professional Certification
The architect of record or the appropriate design professional must complete this section.

~~24.~~ 25. Certification
The district representative must complete this section. For additional information regarding district certifications, refer to the SFP handbook located on the OPSC web site at www.dgs.ca.gov/opsc.

STATE OF CALIFORNIA
APPLICATION FOR FUNDING
SCHOOL FACILITY PROGRAM
SAB 50-04 (REV ~~05/20~~ 08/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

The school district named below applies to the State Allocation Board via the Office of Public School Construction for a grant under the provisions of Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code and the Regulations thereto.

SCHOOL DISTRICT		APPLICATION NUMBER
SCHOOL NAME		PROJECT TRACKING NUMBER
COUNTY	DISTRICT REPRESENTATIVE'S E-MAIL ADDRESS	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)

1. Type of Application—Check Only One

- ☐ New Construction
- ☐ New Construction (Final Apportionment)
- ☐ New Construction (Final Charter School Apportionment)
- ☐ New Construction (Overcrowding Relief Grant)
- ☐ Rehabilitation (Final Charter School Apportionment)
- ☐ Modernization
- ☐ Modernization of California Schools for Deaf/Blind
- ☐ Facility Hardship [Section 1859.82.1]
  - ☐ Conceptual Approval [Section 1859.82.3(a)]
  - ☐ Replacement Site
  - ☐ Replacement School Building(s):
    - Toilets (sq. ft.) _____
    - Other (sq. ft.) _____
  - ☐ Rehabilitation Costs: $ _____
- ☐ Seismic Mitigation [Section 1859.82.2]
  - ☐ Conceptual Approval [Section 1859.82.3(b)]
  - ☐ Replacement Site
  - ☐ Replacement School Building(s):
    - Toilets (sq. ft.) _____
    - Other (sq. ft.) _____
  - ☐ Seismic Rehabilitation Grant: $ _____

Separate Apportionment

- ☐ Site Only—New Construction [Section 1859.81.1]
- ☐ Site Only (District owned)—New Construction [Section 1859.81.2]
- ☐ Site Only—Environmental Hardship [Section 1859.75.1]
- ☐ Design Only—New Construction [Section 1859.81.1]
- ☐ Design Only—New Construction with High Performance
- ☐ Design Only—Modernization
- ☐ Design Only—Modernization with High Performance
- ☐ Design Only—Modernization of California Schools for Deaf/Blind
- ☐ Design Only—Facility Hardship [Section 1859.82.1]
- ☐ Design Only—Seismic Mitigation [Section 1859.82.2]
- ☐ Advance Funding for Evaluation and RA

2. Type of Project

a. ☐ Elementary School
☐ Middle School
☐ High School

Total Pupils Assigned:
K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

b. ☐ 50 Years or Older Building Funding (Modernization Only)
Total Eligible Classrooms/Square Footage: _____
Classroom/Square Footage at Least 50 Years Old: _____
Ratio of 50 Years Old Classrooms/Square Footage: _____ %

From 2a above, how many are 50 Year or Older Pupil Grants?
K–6: _____
7–8: _____ Non-Severe: _____
9–12: _____ Severe: _____

c. Included in 2a above, how many pupils are generated by the Alternative Enrollment Projection? (New Construction Only)
K–6: _____
7–8: _____ Non-Severe: _____
9–12: _____ Severe: _____

d. If the request is to replace 75 Years or Older Facilities (Modernization Only)
Number of existing classrooms being demolished _____
The total square footage of non-classroom space being demolished _____
The number of classrooms being constructed _____
The total square footage of non-classroom space being constructed _____

From 2a above, how many are 75 Years or Older Pupil Grants?
K–6: _____
7–8: _____ Non-Severe: _____
9–12: _____ Severe: _____

~~d.~~e. Is this a 6–8 school? ☐ Yes ☐ No
If you answered yes, how many K–6 pupils reported above are sixth graders? _____
Is this an Alternative Education School? ☐ Yes ☐ No

~~e.~~f. Is this a use of grant request pursuant to Section 1859.77.2? ☐ Yes ☐ No
Is this request pursuant to Section 1859.77.2(c)? ☐ Yes ☐ No
If yes, enter date of successful bond election: _____
Is this a use of grant request pursuant to Section 1859.77.3? ☐ Yes ☐ No
Is this request pursuant to Section 1859.77.3(c)? ☐ Yes ☐ No
If yes, enter date of successful bond election: _____

~~f.~~g. Charter School Facilities Program Rehabilitation Request:
Toilets (sq. ft.) _____
Other (sq. ft.) _____

~~g.~~h. Project to be located on:

- ☐ Leased Site
- ☐ New Site
- ☐ Existing Site with Additional Acreage Acquired
- ☐ Existing Site with No Additional Acreage Acquired

~~h.~~i. ORG Projects Only

NAME OF ELIGIBLE SCHOOLSITE(S)	NUMBER OF PORTABLES BEINGREPLACED	NUMBER OF SITE SPECIFIC ELIGIBLE PUPILS BEING REQUESTED
	Total	

3. Number of Classrooms: _____
Master Plan Acreage Site Size (Useable): _____
Recommended Site Size (Useable): _____
Existing Acres (Useable): _____
Proposed Acres (Useable): _____

4. Type of Financial Hardship Request
☐ Submittal pending OPSC approval pursuant to Section 1859.81(h)
☐ Submittal with school board resolution, pursuant to Section 1859.95.1 (Insufficient Bond Authority)

5. New Construction Additional Grant Request—New Construction Only
a. Therapy: Toilets (sq. ft.) _____
Other (sq. ft.) _____
b. Multilevel Construction (CRS): _____
c. ☐ Project Assistance
d. Site Acquisition:
(1) 50 percent Actual Cost: $ _____
(2) 50 percent Appraised Value: $ _____
(3) 50 percent Relocation Cost: $ _____
(4) 2 percent (min. $25,000): $ _____
(5) 50 percent DTSC Fee: $ _____
e. 50 percent hazardous waste removal: $ _____
☐ Response Action (RA)
f. Site Development
☐ 50 percent Service-Site: $ _____
☐ 50 percent Off-Site: $ _____
☐ 50 percent Utilities: $ _____
☐ General Site
g. ☐ Energy Efficiency: _____ %
h. ☐ Automatic Fire Detection/Alarm System
☐ Automatic Sprinkler System
i. ☐ High Performance Incentive (Indicate Points): _____

6. Modernization Additional Grant Request
a. ☐ Project Assistance
b. ☐ Energy Efficiency: _____ %
c. ☐ Site Development—60 percent utilities: $ _____
d. ☐ Site Development----75 Years or Older: $ _____
~~d.~~e. ☐ Automatic Fire Detection/Alarm System
~~e.~~ f. ☐ High Performance Incentive (Indicate Points): _____
~~f.~~ g. ☐ Minimum Essential Facility
☐ Multipurpose
☐ Gymnasium
☐ Library
☐ Kitchen
☐ Hybrid: _____
Toilet (sq. ft.): _____
Other (sq. ft.): _____
Construction Type
☐ Permanent
☐ Portable
☐ Site Development pursuant to Section 1859.78.9.1
☐ 35 percent of supplemental grant; or,
☐ 60 percent of minimum work $ _____

h. 1) Transitional Kindergarten Classroom(s)
☐ New Construction
Number of Classroom(s): _____
☐ Automatic Fire Detection/Alarm System
☐ Automatic Sprinkler System
☐ Multilevel Classrooms(s) Construction: _____
☐ Retrofit
Number of Classroom(s) _____
☐ Automatic Fire Detection/Alarm System
☐ 50-year-old utilities
☐ Site Development pursuant to Section 1859.78.9.2
☐ 35 percent of supplemental grant; or,
☐ 60 percent of minimum work $ _____

h. 2) Enrollment Data for Site

Grade	3rd Prev. /	2nd Prev. /	Previous /	Current /
TK				
K				
1				
2				
3				
TOTAL	0	0	0	0

7. Excessive Cost Hardship Request
New Construction Only
☐ Geographic Percent Factor: _____ %
☐ New School Project [Section 1859.83(c)(1)]
☐ New School Project [Section 1859.83(c)(2)]
☐ Small Size Project
☐ Urban/Security/Impacted Site;
If a new site, $ _____ per Useable Acre [Section 1859.83(d)(2)(C)]

Modernization Only
☐ Geographic Percent Factor: _____ %
☐ Small Size Project
☐ Urban/Security/Impacted site
☐ Accessibility/Fire Code
☐ 3 percent of base grant; or,
☐ 60 percent of minimum work $ _____
☐ Number of 2-Stop Elevators: _____
☐ Number of Additional Stops: _____

8. Charter School Facilities Program Rehabilitation Additional Grant and Excessive Cost Hardship Request

Additional Grant Request
a. ☐ High Performance Incentive (Indicate Points): _____

Excessive Cost Hardship Request
b. ☐ Geographic Percent Factor: _____ %
c. ☐ Small Size Project
d. ☐ Urban/Security/Impacted site
e. ☐ Accessibility/Fire Code
☐ 3 percent of base grant; or,
☐ 50 percent of minimum work $ _____
☐ Number of 2-Stop Elevators: _____
☐ Number of Additional Stops: _____

9. Project Priority Funding Order—New Construction Only

Priority order of this application in relation to other new construction applications submitted by the district at the same time: # _____

Project meets:

☐ Density requirement pursuant to Section 1859.92(c)(3).
☐ Stock plans requirement pursuant to Section 1859.92(c)(4).
☐ Energy efficiency requirement pursuant to Section 1859.92(c)(6).

10. Prior Approval Under the LPP

New Construction: 22/_____
Modernization: 77/_____

11. Prior Apportionment Under the SFP

Site/Design—New Construction: 50/_____
Design—Modernization: 57/_____

12. Preliminary Apportionment to Final Apportionment

Preliminary Apportionment Application Number: # _____

13. Alternative Developer Fee—New Construction Only

Alternative developer fee collected and reportable pursuant to Regulation Section 1859.77: $ _____

14. Adjustment to New Construction Baseline Eligibility

a. Classroom(s) provided:

Additional		Replacement	
K–6:	_____	K–6	_____
7–8:	_____	7–8	_____
9–12:	_____	9–12	_____
Non-Severe:	_____	Non-Severe	_____
Severe:	_____	Severe	_____

Construction Contract(s) for the project signed on:

_____ _____

15. Pending Reorganization Election—New Construction Only ☐ Yes ☐ No

16. Joint-Use Facility/Leased Property

a. ☐ Joint-Use Facility
b. ☐ Leased Property

17. Project Progress Dates

a. Construction Contract(s) awarded on: _____
(If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)
b. Notice(s) to Proceed issued on: _____
c. If the Construction Contract(s) was awarded prior to January 1, 2012, have you initiated and enforced an LCP approved by the DIR pursuant to Labor Code Section 1771.7 for this project? ☐ Yes ☐ No

18. Prevailing Wage Monitoring and Enforcement Costs

If the Construction Contract(s) was awarded on January 1, 2012 through June 19, 2014, please indicate which monitoring requirement was or is being used, pursuant to Labor Code Section 1771.3 in effect on January 1, 2012 through June 19, 2014:

☐ DIR Public Works administration and enforcement
☐ DIR approved District LCP
☐ Collective bargaining agreement, pursuant to Labor Code Section 1771.3(b)(3) in effect on January 1, 2012 through June 19, 2014

19. Construction Delivery Method

☐ Design-Bid-Build
☐ Design-Build
☐ Developer Built
☐ Lease Lease-Back
☐ Energy Performance Contract
☐ This project includes or will include piggyback contract(s) as defined in Section 1859.2
☐ Other: _____

20. Career Technical Education Funds Request

Will CTE Funds be requested for classroom(s) included in the plans and specifications for this project? ☐ Yes ☐ No
Number of CTE classroom(s): _____

21. Overcrowding Relief Grant Narrative

_____
_____
_____
_____

22. Local Funding Adjustment Grant

a. Total Assessed Valuation: _____
b. District's gross bonding capacity, (rounded to the nearest whole dollar): _____
c. District's unduplicated pupil percentage, rounded to two decimal places: _____%
d. District's enrollment: _____
e. Does this project include the use of a Project Labor Agreement? ☐ Yes ☐ No

~~22~~. 23. Architect of Record or Licensed Architect Certification

I certify as the architect of record for the project or as a licensed architect that:

- The P&S for this project were submitted to the OPSC by electronic medium (i.e., CD-ROM, zip disk or diskette) or as an alternative, if the request is for a modernization Grant, the P&S were submitted in hard copy to the OPSC.
- Any portion of the P&S requiring review and approval by the Division of the State Architect (DSA) were approved by the DSA on _____ (enter DSA approval date).
- Any portion of the P&S not requiring review and approval by the DSA meets the requirements of the California Code of Regulations, Title 24, including any ~~handicapped~~ access and fire code requirements.
- If the request is for a Modernization or Charter School Facilities Program Rehabilitation Grant, the P&S include the demolition of more classrooms than those to be constructed in the project, the difference is _____ classroom(s). (Indicate N/A if there are none.)
- If the request is for a Modernization or Charter School Facilities Program Rehabilitation Grant, the P&S include the construction of more classrooms than those to be demolished in the project, the difference is _____ classroom(s). (Indicate N/A if there are none.)

ARCHITECT OF RECORD OR LICENSED ARCHITECT (PRINT NAME)

SIGNATURE	DATE

~~23.~~ 24. Architect of Record or Design Professional Certification

I certify as the architect of record for the project or the appropriate design professional, that:

- If the request is for a New Construction Grant, not including the ORG, I have developed a cost estimate of the proposed project which indicates that the estimated construction cost of the work in the P&S including deferred items (if any) relating to the proposed project, is at least 60 percent of the total grant amount provided by the State and the district's matching share, less site acquisition costs and the High Performance Base Incentive Grant. This cost estimate does not include site acquisition, planning, tests, inspection, or furniture and equipment and is available at the district for review by the OPSC.
- If the request is for a Modernization or Charter School Facilities Program Rehabilitation Grant, I have developed a cost estimate of the proposed project which indicates that the estimated construction cost of the work in the P&S, including deferred items and interim housing (if any) relating to the proposed project, is at least 60 percent of the total grant amount provided by the State and the district's matching share , less the High Performance Base Incentive Grant. This cost estimate does not include planning, tests, inspection or furniture and equipment and is available at the district for review by the OPSC.
- If the request is for a Modernization Grant and includes replacement of a 75 Years or Older Building(s), the cost estimate must delineate the costs associated with the work for the qualifying facility(s) pursuant to Sections 1859.78.7.1. in the DSA-approved plans apart from the other Modernization work in the DSA-approved plans and indicate that the estimated construction cost of the work in the P&S, including deferred items (if any) relating to the proposed project, is at least 60 percent of that portion of the grant amount provided by the State and the district's matching share.
- If the request is for a Modernization Grant and includes a Minimum Essential Facility or new or retrofitted Transitional Kindergarten classroom(s), the cost estimate must delineate the costs associated with the work for the qualifying facility(s) pursuant to Sections 1859.78.9.1, or 1859.78.9.2 in the DSA-approved plans apart from the other Modernization work in the DSA-approved plans and indicate that the estimated construction cost of the work in the P&S, including deferred items and interim housing (if any) relating to the proposed project, is at least 60 percent of that portion of the grant amount provided by the State and the district's matching share.

ARCHITECT OF RECORD OR DESIGN PROFESSIONAL (PRINT NAME)

SIGNATURE	DATE

~~24.~~ 25. Certification

I certify, as the District Representative, that the information reported on this form, with the exception of items 22 and 23, is true and correct and that:

- I am an authorized representative of the district as authorized by the governing board of the district; and,
- A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., of the Education Code was adopted by the school district's governing board or the designee of the Superintendent of Public Instruction on, _____; and,
- The district has established a "Restricted Maintenance Account" for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Sections 1859.100 through 1859.102); and,
- The district has considered the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and,
- If this funding request is for the modernization of portable classrooms eligible for an additional apportionment pursuant to Education Code Section 17073.15, the district certifies that (check the applicable box below):
  - ☐ 1. The state modernization funds will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,
  - ☐ 2. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional apportionment is better use of public resources than the replacement of these facilities.
- Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program State funds meet the requirements of Section 1859.163.6; and,
- All contracts entered on or after November 4, 1998 for the service of any architect structural engineer or other design professional for any work under the project have been obtained pursuant to a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4525) of Division 5, of Title 1, of the Government Code; and,
- If this request is for new construction funding, the district has received approval of the site and the plans from the CDE. Plan approval is not required if request is for separate design apportionment; and,
- If this request is for modernization or Charter School Facilities Program Rehabilitation funding, the district has received approval of the plans for the project from the CDE. Plan approval is not required if request is for separate design apportionment; and,
- The district has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,
- This district has or will comply with Education Code Section 17076.11 regarding at least a 3 percent expenditure goal for disabled veteran business enterprises; and,
- The district matching funds required pursuant to Sections 1859.77.1 or 1859.79 has either been expended by the district, deposited in the County School Facility Fund or will be expended by the district prior to the notice of completion for the project; and,
- The district has received the necessary approval of the plans and specifications from the Division of the State Architect unless the request is for a separate site and/or design apportionment; and,
- If the district is requesting site acquisition funds as part of this application, the district has complied with Sections 1859.74 through 1859.75.1 as appropriate; and,
- With the exception of an apportionment made pursuant to Section 1859.75.1, the district understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105); and,
- If the apportionment for this project was made pursuant to Section 1859.75.1, the district understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 12 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105.1); and,
- The district understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (refer to Section 1859.90); and,

- The statements set forth in this application and supporting documents are true and correct to the best of my knowledge and belief; and,
- All school facilities purchased or newly constructed under the project for use by pupils who are individuals with exceptional needs, as defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and other pupils as appropriate to the needs of both; and,
- This form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict should exist, the language in the OPSC form will prevail; and,
- The district understands that some or all of the State funding for the project must be returned to the State as a result of an audit pursuant to Sections 1859.105, 1859.105.1, 1859.106; and,
- The district has complied with the provisions of Sections 1859.76 and 1859.79.2 and that the portion of the project funded by the State does not contain work specifically prohibited in those Sections; and,
- If the SFP grants will be used for the construction or modernization of school facilities on leased land, the district has entered into a lease agreement for the leased property that meets the requirements of Section 1859.22; and,
- If the application contains a "Use of New Construction Grant" request, the district has adopted a school board resolution and housing plan at a public hearing at a regularly scheduled meeting of the governing board on _____ as specified in Sections 1859.77.2, or 1859.77.3, as appropriate. The district's approved housing plan is as indicated (check all that apply):
  - ☐ 1. The district will construct or acquire facilities for housing the pupils with funding not otherwise available to the SFP as a district match within five years of project approval by the SAB and the district must identify the source of the funds. [Applicable for Sections 1859.77.2(a) and (b) and 1859.77.3(a) and (b)]
  - ☐ 2. The district will utilize higher district loading standards providing the loading standards are within the approved district's teacher contract and do not exceed 33:1 per classroom. [Applicable for Sections 1859.77.2(a) and (b) and 1859.73(a) and (b)]
  - ☐ 3. The pupils requested from a different grade level will be housed in classrooms at an existing school in the district which will have its grade level changed, to the grade level requested, at the completion of the proposed SFP project. [Applicable for Sections 1859.77.2(b) and 1859.77.3(b)].
- If the district requested additional funding for fire code requirements pursuant to Sections 1859.71.2 or 1859.78.4, the district will include the automatic fire detection/alarm system and/or automatic sprinkler system in the project prior to completion of the project; and,
- The district has consulted with the career technical advisory committee established pursuant to Education Code Section 8070 and the need for vocational and career technical facilities is being adequately met in accordance with Education Code Sections 51224, 51225.3(b), and 51228(b), and 52336.1; and,
- If the district is requesting an Additional Grant for Energy Efficiency pursuant to Sections 1859.71.3 or 1859.78.5, the increased costs for the energy efficiency components in the project exceeds the amount of funding otherwise available to the district; and,
- If this application is submitted after January 1, 2004 for modernization funding, the district has considered the potential for the presence of lead-containing materials in the modernization project and will follow all relevant federal, state, and local standards for the management of any identified lead; and,
- The district has initiated and enforced an LCP that has been approved by the DIR, pursuant to Labor Code Section 1771.7, if the project is funded from Propositions 47 or 55 and the Notice to Proceed for the construction phase of the project is issued on or after April 1, 2003 and before January 1, 2012; and,
- The district has contracted with the DIR for prevailing wage monitoring and enforcement pursuant to Labor Code Section 1771.3(a) in effect on January 1, 2012 through June 19, 2014, if the construction contract was awarded on January 1, 2012 through June 19, 2014 and the district has not obtained a waiver for the requirement, pursuant to Labor Code Section 1771.3(b) in effect on January 1, 2012 through June 19, 2014. The district understands that if it fails to meet this requirement, it will be required to repay all state bond funds received including interest; and,
- Beginning with the 2005/2006 fiscal year, the district has complied with Education Code Section 17070.75(e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,
- If this application is submitted pursuant to Section 1859.180, the district certifies that within six months of occupancy of the permanent classrooms, it will remove the replaced portables from the eligible school site and K–12 grade classroom use with the exception of schools described in Education Code Section 17079.30(c); and,
- The district has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools; and,
- If the district is requesting an additional grant for high performance incentive funding, the school district governing board must have a resolution on file that demonstrates support for the high performance incentive grant request and the intent to incorporate high performance features in future facilities projects; and,
- If this application is submitted when there is Insufficient Bond Authority, the district has adopted a school board resolution pursuant to Section 1859.95.1; and,
- The district will comply with all laws pertaining to the construction or modernization of its school building.
- <u>If the district marked the box for 'Yes' in Section 22 e. of this application that it has or will include a project labor agreement, the use of a project labor agreement will be verified as part of the audit required in EC Section 41024. If it is determined that a project labor agreement was not used, the additional Local Share Adjustment Grant funding provided as a result of the points assigned to the project to determine the matching share percentage will be required to be returned, with interest (based on the interest rate earned in the Pooled Money Investment Account at the time of fund release) until funds are returned.</u>
- <u>If the district is requesting the modernization supplemental grant for Minimum Essential Facilities pursuant to Section 1859.78.9.1 as part of this application, the district certifies that any classrooms displaced as a result of reconfiguration are replaced in the same plan set, or the district certifies that the classrooms are not being replaced due to a demonstrated lack of need and the district acknowledges that no adjustment to the district's new construction eligibility will be made for the removal of these classrooms; and,</u>
- <u>If this funding request is for the retrofit of kindergarten classrooms, the School District certifies that the classrooms did not meet design requirements for a kindergarten classroom at the time they were built or previously retrofitted to meet kindergarten standards; and,</u>

- If funding for new or retrofitted Transitional Kindergarten classrooms is being requested, the School District certifies that _____ classrooms were constructed or previously altered to meet the requirements for a kindergarten classroom; and,
- With regards to providing Transitional Kindergarten instruction as pursuant to Section 1859.78.9.2, the School District certifies that the School District is currently or will provide Transitional Kindergarten at the project site.

NAME OF DISTRICT REPRESENTATIVE (PRINT)	PHONE NUMBER
SIGNATURE OF DISTRICT REPRESENTATIVE	DATE

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, June 25, 2025

PROPOSED EMERGENCY REGULATORY AMENDMENTS FOR THE SCHOOL FACILITY PROGRAM

PURPOSE OF REPORT

To present the State Allocation Board (Board) with recommendations for the adoption of School Facility Program (SFP) regulatory amendments, on an emergency basis, for the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), which was approved by a majority of California's voters on November 5, 2024. These proposed amendments are related to the implementation of a total of four Proposition 2 topics.

DESCRIPTION

To implement Proposition 2 provisions, staff is conducting stakeholder meetings to discuss and receive feedback on proposed regulatory amendments resulting from statutory additions and amendments to Education Code (EC). The Office of Public School Construction (OPSC) has conducted multiple stakeholder meetings to discuss Proposition 2 implementation and propose regulatory amendments to the SFP. In part, these stakeholder meetings introduced proposed concepts and regulations for the following four topics:

- Matching Shares
- 75 Years or Older Supplemental Grant
- Supplemental Grant for Minimum Essential Facilities (MEF)
- Transitional Kindergarten (TK) Supplemental Grant

Based upon feedback received, OPSC determined that the proposed regulatory amendments related to these topics are able to move forward for Board consideration after some adjustments to the versions presented in the most recent stakeholder meetings, which are respectively outlined in the Staff Analysis component of this item.

This item seeks Board approval of staff's recommendation to adopt the proposed regulatory amendments to the SFP regulations to implement and align with new statutory requirements pursuant to the provisions of Proposition 2. This item also seeks Board approval of staff's recommendation to adopt the proposed amendments to the *Application for Funding* (Form SAB 50-04) to align with the proposed amendments.

AUTHORITY

See Attachment A.

BACKGROUND

The passage of Proposition 2 makes numerous changes to the SFP that are applicable to applications received on or after October 31, 2024. Staff has held five stakeholder meetings for the proposed regulatory amendments presented in this item, on January 30, February 13, March 13, April 3, and May 8, 2025. This item represents the second set of proposed regulatory amendments for the Board's consideration to implement Proposition 2 provisions for applicable SFP applications received on or after October 31, 2024. Additional proposed amendments will be presented at future Board meetings on a flow basis.

Below is an overview of the relevant Proposition 2 statutes as they apply to each topic.

Matching Shares
Historically, SFP New Construction and Modernization projects have been eligible for a fixed state share percentage of the total approved project cost, except for school districts that qualify for financial hardship funding.[1] School districts applying for New Construction funding must provide an equal matching share (50/50). For school districts applying for Modernization funding, the state provides 60 percent of the total approved project cost, and the school district provides 40 percent of the total approved project cost.

Proposition 2 establishes a points-based determination and sliding scale for the required state and local matching shares for all SFP projects, regardless of whether they qualify for financial hardship assistance. Proposition 2 specifies the number of points awarded based on the school district's gross bonding capacity per enrollment, the school district's unduplicated pupil percentage as determined for purposes of the Local Control Funding Formula, whether the school district has an enrollment of 200 pupils or fewer, and whether the project includes the use of a project labor agreement. Based on the total number of points for a project, the required local matching share will be adjusted as follows, with no change to the total approved project cost. The range of total possible points is between 3 points and 16 points, inclusive. The relevant statutory changes are as follows:

- EC Section 17070.59 was added to establish a points-based determination and sliding scale for the required state and local match for SFP projects that do not qualify for financial hardship assistance.
- EC Section 17070.87 was added to require New Construction and Modernization applications submitted before October 31, 2024, to be processed and apportioned in accordance with the SFP statutes, as they read on January 1, 2024.

[1] School districts eligible for financial hardship assistance may qualify for additional state funding beyond the Proposition 2 points-based determination and sliding scale amounts and may receive up to 100 percent state funding for the total approved project cost.

BACKGROUND (cont.)

- EC Section 17072.30 was amended to outline the sliding scale and point allocation for New Construction projects and to delete a reference to the fixed 50-percent state share.
- EC 17074.16 was amended to outline the sliding scale and point allocation for Modernization projects and to delete references to the fixed 60-percent state share and 40-percent local match.

75 Years or Older Buildings Supplemental Grant
Proposition 2 added EC Section 17074.265, which provides a Modernization supplemental grant for projects with a scope of work that includes the demolition and replacement of building(s) at least 75 years of age or older.

MEF Supplemental Grant and TK Supplemental Grant
Another addition to EC is Section 17073.16, which authorizes several new Modernization supplemental grants. Subdivisions (a) and (b) of this EC Section provide an MEF supplemental grant for projects that are either:

- Expanding an existing gymnasium, multipurpose room, library, or school kitchen if the facility is 60 percent or less than the department's recommended size needed to serve the enrollment of the school, or
- Constructing a new gymnasium, multipurpose room, library, or school kitchen if the site is lacking one or more of the specified facilities.

Additionally, EC Section 17073.16(c) provides a TK supplemental grant for projects that are either:

- Retrofitting an existing school facility to adequately house TK pupils, or
- Constructing new TK classrooms if the site is lacking sufficient school facilities to house TK pupils.

STAFF ANALYSIS/STATEMENTS

Stakeholder Meetings

At the January 30, 2025 stakeholder meeting, staff introduced the points-based determination and sliding scale for the required local match for SFP projects (Matching Shares) in addition to the 75 Years or Older Building Supplemental grant.

On February 13, 2025, staff presented proposed implementation of supplemental grants for MEF and TK.

Subsequently, Matching Shares was presented a second time at the March 13, 2025 stakeholder meeting to address feedback received from the first meeting. The remaining topics were discussed for a second time at the April 3, 2025 stakeholder meeting.

STAFF ANALYSIS/STATEMENTS (cont.)

Finally, the 75 Years or Older Buildings supplemental grant was presented for the third time at the May 8, 2025 stakeholder meeting.

Stakeholder Feedback
Staff appreciates those who attended and those who raised questions or provided feedback.

Feedback that was received for each respective stakeholder meeting may be found on Attachment E, alongside the items as previously presented. A summary of stakeholder feedback received since the last stakeholder meeting for each topic and staff's response is provided on Attachment F.

Collectively, staff's recommendations presented in this item were informed by stakeholder feedback and represent staff's final recommendations for implementation of these topics.

Proposed SFP Regulations
Below is a summary of the proposed SFP Regulations for each respective topic within this item, as seen on Attachment B:

Matching Shares

- SFP Regulation Section 1859.2 includes a new definition for "Local Funding Adjustment Grant," which means the additional funding provided to reduce a school district's required matching share, pursuant to Education Code Sections 17072.30, 17074.16, and 17070.59 for applications received on or after October 31, 2024.
- SFP Regulation Section 1859.70.5 delineates the methodology as prescribed in statute (EC Section 17070.59) for purposes of determining the points used to compute the required matching funds from local sources pursuant to EC Sections 17072.30 and 17074.16.
- SFP Regulation Section 1859.77.1 specifies matching share determination requirements for New Construction applications received on or before October 30, 2024 as well as for applications received on or after October 31, 2024 (pursuant to EC Section 17072.30) and adjusted for the Local Funding Adjustment grant as determined in Section 1859.70.5.
- SFP Regulation Section 1859.79 specifies matching share determination requirements for Modernization applications received on or before October 30, 2024 as well as for applications received on or after October 31, 2024 (pursuant to EC Section 17074.16) and adjusted for the Local Funding Adjustment grant as determined in Section 1859.70.5.

75 Years or Older Buildings Supplemental Grant

- SFP Regulation Section 1859.2 includes a new definition for the proposed *75 Years or Older Building Cost Estimate and Cost/Benefit Analysis* (Form SAB 57-75).

STAFF ANALYSIS/STATEMENTS (cont.)

- SFP Regulation Section 1859.78.7.1 is a new section for the Modernization Additional Grant for 75 Years or Older Buildings that outlines the eligibility criteria and grant calculations for this grant. With these regulations, a new modernization supplemental grant has been created to replace a 75 Years or Older Building using a grant that is aligned with the new construction per pupil grant amount. These grants will be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January, along with the other SFP grants. A qualifying portable building must be replaced with a permanent building.
- SFP Regulation Section 1859.79.2 has a proposed amendment to include the replacement of existing buildings that are at least 75 years old, pursuant to Section 1859.78.85, with increased area needed to meet the minimum California Code of Regulations, Title 5 requirements as one of the exclusions for new building area within a modernization project. Additional classrooms constructed within the replacement area will result in an adjustment to the new construction baseline eligibility pursuant to Section 1859.51.

Minimum Essential Facilities Supplemental Grant

- SFP Regulation Section 1859.2 includes a new definition for the term "Minimum Essential Facility."
- SFP Regulation Section 1859.77.5 outlines the eligibility criteria and grant calculation. These grants will be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January, along with the other SFP grants.

TK Supplemental Grant

- SFP Regulation Section 1859.51 is amended to require an adjustment to New Construction eligibility as a result of new TK classrooms constructed. While the Full Day Kindergarten (FDK) Program provides an exclusion for new classrooms constructed with program funds so that the new capacity was not included in the New Construction baseline in EC Section 17375, the same exclusion was not provided in EC Section 17073.16(c). Therefore, the proposed SFP regulation amendments include an adjustment to the district's new construction baseline if new TK classrooms are constructed with funding from the new supplemental grant. Additionally, SFP Regulation Section 1859.32 is amended to exclude classrooms funded through the FDK Program from the gross classroom inventory, pursuant to EC Section 17375(a)(5).
- SFP Regulation Section 1859.78.9.2 outlines the eligibility criteria and calculation for this supplemental grant to construct new or retrofit existing space into TK classrooms. This section limits the supplemental funding to a maximum of four classrooms per school site. These grants will be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January, along with the other SFP grants.

STAFF ANALYSIS/STATEMENTS (cont.)

- SFP Regulation Section 1859.79.2 has a proposed amendment to include TK classrooms as one of the exclusions for new building area within a modernization project.

SFP Regulation Section 1859.79.2 – Use of Modernization Grant Funds

- SFP Regulation Section 1859.79.2 include the addition of subdivisions (a)(3) and (a)(4) that modernization grant funds may be used on additional square footage constructed with funding pursuant to Sections 1859.78.7.1, 1859.78.9.1, and 1859.78.9.2, as well as any additional square footage constructed to meet the minimum requirements of California Code of Regulations, Title 5.
- SFP Regulation subdivision (b)(3) has been added to account for an exception for site development work for facilities indicated within subdivision (a)(2), (a)(3), and (a)(4).

Proposed Form SAB 50-04

Below is a summary of the proposed amendments to the Form SAB 50-04, as seen on Attachment C:

Matching Shares

- The form has a proposed Section 22: Local Funding Adjustment Grant. Both the instructions and body of the form have been amended for this addition and subsequent renumbering of sections.
- The instructions of the form have been amended to include requested information and documentation to determine the Local Funding Adjustment Grant, i.e., the district's total assessed valuation, gross bonding capacity, unduplicated pupil percentage, pupil enrollment, and whether the project includes the use of a Project Labor Agreement.

75 Years or Older Buildings Supplemental Grant

- Under the General Information component of the form, number 7 has been amended to include information related to 75 Years or Older Building Apportionments and required documentation.
- The proposed Section 2(d.) of the Specific Instructions and body of the form provides instructions and a fillable component of the form for requesting funding for 75 Years or Older Buildings. With this proposed change, the existing subsections under this Section are renumbered to become Section 2(e.) through (i.)
- The proposed Section 6(d.) of the Specific Instructions provides instructions and a fillable component of the form for requesting the site development grant for 75 Years or Older Buildings. The current subsections are renumbered to become Section 6(e.) through (f.)

STAFF ANALYSIS/STATEMENTS (cont.)

MEF Supplemental Grant

- Section 6 of the Specific Instructions and body of the form includes a proposed additional subsection (g) that provides instructions and a fillable component to request an additional grant for an MEF.
- A Certification has been added to the Form SAB 50-04 for instances in which a classroom(s) is demolished and reconfigured into an MEF.

TK Supplemental Grant

- Section 6 of the Specific Instructions and body of the form includes a proposed additional subsection (h) that provides instructions and a fillable component to request an additional grant for a Transitional Kindergarten Classroom(s).
- A Certification has been added to the Form SAB 50-04 regarding funding requests for TK Classrooms.

Substantive Changes to the Proposed SFP Regulations Since the Last Stakeholder Meetings

After the most recent presentations of these topics, staff made some substantive amendments to the proposed SFP Regulations. Each topic is broken out respectively below.

Matching Shares

- A new definition was added to SFP Regulation Section 1859.70.5 for "Local Funding Adjustment Grant."
- The introductory paragraph of proposed SFP Regulation Section 1859.70.5 was revised to specify when required documentation, pursuant to subdivision (a), must be submitted to OPSC for determination of the Local Funding Adjustment Grant. For Approved Applications on the workload list or the Applications Received Beyond Bond Authority list, the school district must submit documentation for total assessed valuation within 90 days of the OPSC notification of application processing, and that document submittal date serves at the point in time for the reporting year required for the total assessed valuation documentation. The documentation for purposes of the total assessed valuation is based in statute and referenced within the proposed regulation. For Approved Applications pursuant to SFP Regulation Sections 1859.82.1 and 1859.82.2, the received date of the
  Form SAB 50-04 serves as the point in time for the reporting year required for the total assessed valuation documentation.
- Subdivision (a) was added to proposed SFP Regulation Section 1859.70.5 to specify the information school districts must submit to OPSC for determination of the Local Funding Adjustment Grant.
- Subdivision (c) was added to specify that school districts that do not provide supporting documentation will receive the lowest points allowable under each category used to determine the Local Funding Adjustment.

STAFF ANALYSIS/STATEMENTS (cont.)

75 Years or Older Building Supplemental Grant

- A new definition for "Current Replacement Cost" has been added to SFP Regulation Section 1859.2.
- A second introductory paragraph was added to SFP Regulation Section 1859.78.7.1 to indicate that a school district may replace a 75 Years or Older Building in the same location or an alternate location on the same site, and that site development funding for the minimum work required to replace the qualifying building may be provided.
- SFP Regulation Section 1859.78.7.1(e) was amended to indicate that the Board shall provide 60 percent of approved site development and applicable design costs. Previously, OPSC proposed providing site development and design funding equal to the lesser of 60 percent of approved site development and applicable design costs or 35 percent of the funding in either 1859.78.7.1(b) or (c). Upon further consideration, OPSC determined a 35-percent cap could disadvantage some districts and the 60-percent approach better aligns site development grants with the work in the DSA-approved plans and specifications.

MEF Supplemental Grant

- Several subsections of SFP Regulation Section 1859.77.5 were revised to specify that OPSC will use the enrollment in the current CBEDS Report at the time of receipt of an Approved Application at the site. Initially, OPSC proposed using the current CBEDS at the time of processing of the application to determine the recommended MEF size. However, based on stakeholder feedback and consideration that this grant is a modernization supplemental grant, OPSC made this change to facilitate districts' ability to better plan their projects and to more closely align with the Modernization program. This change does not have any effect on the New Construction Program or the enrollment reporting requirements for new construction funding applications. Districts will still be required to update their new construction eligibility at the time of processing of their new construction funding applications.
- An additional grant for Site Development was added to SFP Regulation Section 1859.77.5 to assist with the costs associated with site development, demolition, landscaping and other costs incurred when adding an MEF to a site, utility costs, utility connections and other related fees necessary for the MEF. With the addition of subsections (b)(6) and (b)(7) for new projects, and the addition of subsections (c)(6) and (c)(7) for expansion projects, districts have the option of requesting a flat 35-percent increase to the amount determined from the square footage calculation or districts may choose to submit a detailed cost estimate for the site development work required for the eligible portion of the MEF and receive 60 percent of OPSC's verified eligible costs contained in the cost estimate.
- SFP Regulation Section 1859.82.1 was amended to add two new rows to the chart in this section to account for multipurpose only (excludes food service) and school kitchen facilities. In the current chart, the recommended school

STAFF ANALYSIS/STATEMENTS (cont.)

kitchen square footage amount is included in the multipurpose room square footage amount. Education Code 17073.16 specifies that funding can be provided for a gymnasium, multipurpose room, library or school kitchen. To account for multipurpose room-only or school kitchen-only projects, OPSC developed square footage amounts for multipurpose room-only (excludes food service) and school kitchen facilities and included them in the existing chart.

- A certification has been added to Section 24 of the Form SAB 50-04 for instances when a classroom(s) is demolished and reconfigured into an MEF. The certification requires districts to certify that the classroom(s) is being rebuilt in the same plan set as the application requesting the MEF, or the district certifies that the classroom(s) is not being rebuilt due to lack of need and the district acknowledges that no adjustment to the school district's new construction eligibility will be made for the removal of classrooms when they are lost as part of a reconfiguration project.
- The Form SAB 50-04 Instructions and Section 6g were amended to account for the addition of the site development grant as it relates to this supplemental grant.

TK Supplemental Grant

- Several subsections of SFP Regulation Section 1859.78.9.2 were revised to specify that OPSC will use the enrollment at the time of receipt of an Approved Application. Initially, OPSC proposed using enrollment at the time of processing of the application. However, based on stakeholder feedback and consideration that this grant is a modernization supplemental grant, OPSC made this change to facilitate districts' ability to better plan their projects and to more closely align with the Modernization program. This change does not have any effect on the New Construction Program or the enrollment reporting requirements for new construction funding applications. Districts will still be required to update their new construction eligibility at the time of processing of their new construction funding applications.
- An additional option for Site Development funding was added to SFP Regulation Section 1859.78.9.2 to assist with the costs associated with site development, demolition, landscaping, utility costs, utility connections and other related fees necessary for adding or retrofitting a TK classroom(s) on a site. With the addition of subsection (c)(5) for new projects, and the addition of subsection (d)(5) for retrofit projects, districts have the option of requesting a flat 35-percent increase to the TK per pupil grant amount or districts may choose to submit a detailed cost estimate for the site development work required for the eligible TK classrooms and receive 60 percent of OPSC's verified eligible costs contained in the cost estimate.

Non-Substantive Technical and Language Adjustments Since the Last Stakeholder Meetings

After the most recent presentations of these topics, staff made technical and language adjustments to the proposed SFP Regulations and Form SAB 50-04, which are outlined by topic below.

STAFF ANALYSIS/STATEMENTS (cont.)

Matching Shares

SFP Regulations

- The title of the proposed SFP Regulation Section 1859.70.5 was updated to "Points for Determining the Local Funding Adjustment Grant," rather than "Points for Local Matching Share Determination."
- Language in the introductory paragraphs and in subsection (b) of proposed SFP Regulation Section 1859.70.5 was condensed and reorganized for clarity.
- Additionally, staff referenced adjustments for the Local Funding Adjustment Grant using the points determined in SFP Regulation Section 1859.70.5 within the existing New Construction and Modernization Matching Share SFP Regulations (Sections 1859.77.1 and 1859.79).

Form SAB 50-04

- Staff included language in the instructions for proposed Section 22, requiring the district to provide a letter from the county auditor-controller, that certifies the school district's current year total assessed valuation. In accordance with the statute (EC Section 17070.59) for determining the points associated with the local matching shares, a school district must indicate its gross bonding capacity, which is based upon a calculation associated with the school district's current year assessed valuation. EC Section 17070.54, specific to the new requirement related to the five-year school facilities master plan, requires the verification of the applicable school district's current assessed value from the appropriate local government entity that collects and maintains this information.
- Staff amended the instructions
  A correction was made to accurately reference the "California Basic Educational Data System" (CBEDS) in the proposed instructions for the new Section 22 (Local Funding Adjustment Grant).
- The proposed Section 22 instructions were amended for purposes of the following:
  - Total Assessed Valuation shall be reported pursuant to SFP Regulation Section 1859.70.5(a)(1).
  - Districtwide enrollment shall be reported pursuant to SFP Regulation Section 1859.70.5(a)(3).

Form SAB 57-75 and Instructions

- The Form title was updated for consistency with the proposed regulations.
  The unit cost per unit amount from the Sierra West Current Construction Remodeling Costs publication was confirmed at F2. A separate page for the Instructions was created and expanded to ensure all portions of the Form have clear directions for required information. In particular, the Cost Benefit Allowance instructions portion of the Form was updated. The prior version of the Form presented to stakeholders had the Current Replacement Cost amounts entered as approved by the Board in January 2025 for demonstration purposes. Those were removed, as the user will enter the

STAFF ANALYSIS/STATEMENTS (cont.)

amounts for the year during which they are completing the Form. Finally, instructions were added for the amounts to enter and how to calculate the 50-percent threshold to determine eligibility of the building.

75 Years or Older Building Supplemental Grant

SFP Regulations

- Within Section 1859.2, a new Definition for "Department" is proposed to align with the definition in Education Code Section 17070.15.
- Allowable costs to be included in the Cost Estimate for the required Cost Benefit Analysis were updated to exclude replacement of portable classrooms, furniture and equipment, and costs for routine maintenance and repair.
- The grant determination for the replacement of non-classroom square footage was clarified.

MEF Supplemental Grant

SFP Regulations

- Within SFP Regulation Section 1859.77.5, the word "eligible" and a sentence clarifying that the district must meet all requirements to qualify for Modernization funding, prior to receiving the additional grant, were added to the introduction paragraph.
- In SFP Regulation Sections 1859.77.5(a) and 1859.77.5(a)(3)(B), School District was capitalized.
- In subdivision (a)(1), (A) was removed as it was not necessary and Square Footage was capitalized.
- In SFP Regulation Section 1859.79.2, subdivision (a)(4) was added to include the clause, "including the School District's required matching share."

TK Supplemental Grant

SFP Regulations

- Within SFP Regulation Section 1859.2, new definitions for "Retrofit" and "Transitional Kindergarten" were added.
- Language in SFP Regulation Section 1859.32(n) was abbreviated.
- SFP Regulation Section 1859.77.6 was renumbered to Section 1859.78.9.2 and the section was reorganized for clarity.

Additional Non-Substantive Amendments to the Form SAB 50-04

Separately from the stakeholder items, staff proposes an amendment to the Form SAB 50-04, which removes the term "handicapped" and replaces it with the term "access" as it relates to access compliance, which is the current California Code of Regulations, Title 24 terminology. This change may be seen within the instructions of the form under General Information, numbers 7 and 8, as well as under the body of the Form within the proposed Section 23, Architect of Record or Licensed Architect Certification.

RECOMMENDATIONS

1. Adopt the proposed amendments to the SFP Regulations as shown on Attachment B.

2. Adopt the proposed amendments to the Form SAB 50-04 as shown on Attachment C.

3. Adopt the proposed *75 Years or Older Building Cost/Benefit Analysis* (Form SAB 57-75) as shown on Attachment D.

4. Authorize the Executive Officer to file the proposed regulatory amendments with the Office of Administrative Law on an emergency basis and make the regulations permanent.

This Item was approved by the State Allocation Board on June 25, 2025.

ATTACHMENT B
ATTACHMENT A

AUTHORITY

Education Code (EC) Section 17070.35 – General Provisions

(a) In addition to all other powers and duties as are granted to the board by this chapter, other statutes, or the California Constitution, the board shall do all of the following:

(1) Adopt rules and regulations, pursuant to the rulemaking provisions of the Administrative Procedure Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, for the administration of this chapter. However, the board shall have no authority to set the level of the fees of any architect, structural engineer, or other design professional on any project. The initial regulations adopted pursuant to this chapter shall be adopted as emergency regulations, and the circumstances related to the initial adoption are hereby deemed to constitute an emergency for this purpose. The initial regulations adopted pursuant to this chapter shall be adopted by November 4, 1998. If the initial regulations are not adopted by that date, the board shall report to the Legislature by that date, explaining the reasons for the delay.

(2) Establish and publish any procedures and policies in connection with the administration of this chapter as it deems necessary.

(3) Determine the eligibility of school districts to receive apportionments under this chapter.

(4) Apportion funds to eligible school districts under this chapter.

(b) The board shall review and amend its regulations as necessary to adjust its administration of this chapter to conform with the act that amended this section to add this subdivision. Regulations adopted pursuant to this subdivision shall be adopted by November 5, 2002, and shall be adopted as emergency regulations in accordance with the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). The adoption of any emergency regulation pursuant to this subdivision filed with the Office of Administrative Law shall be deemed to be an emergency and necessary for the immediate preservation of the public peace, health and safety, or general welfare. Notwithstanding subdivision (e) of Section 11346.1 of the Government Code, any emergency regulation adopted pursuant to this section shall remain in effect for no more than 365 days unless the board has complied with Sections 11346.2 to 11348, inclusive, of the Government Code.

EC Section 17070.59 – General Provisions

For purposes of determining the points used to compute the required matching funds from local sources applied pursuant to Sections 17072.30 and 17074.16, the department shall compute the sum of the following point computations applicable to each school district:

(a) For each school district, the department shall divide the district's gross bonding capacity by the district's total enrollment, as determined for purposes of this chapter.

(1) A school district determined to have a gross bonding capacity per enrollment of zero dollars ($0) to nine thousand nine hundred ninety-nine dollars ($9,999), inclusive, shall receive four points.

(2) A school district determined to have a gross bonding capacity per enrollment

of ten thousand dollars ($10,000) to nineteen thousand nine hundred ninety-nine dollars ($19,999), inclusive, shall receive three points.
(3) A school district determined to have a gross bonding capacity per enrollment of twenty thousand dollars ($20,000) to fifty-four thousand nine hundred ninety-nine dollars ($54,999), inclusive, shall receive two points.
(4) A school district determined to have a gross bonding capacity per enrollment of fifty-five thousand dollars ($55,000) or more shall receive one point.
(b) (1) For each school district, the department shall identify each district's unduplicated pupil percentage as determined for purposes of the local control funding formula pursuant to Section 42238.02.
(2) (A) A school district determined to have an unduplicated pupil percentage of between 75 percent and 100 percent shall receive eight points.
(B) A school district determined to have an unduplicated pupil percentage of between 50 percent and 74.99 percent shall receive six points.
(C) A school district determined to have an unduplicated pupil percentage of between 25 percent and 49.99 percent shall receive four points.
(D) A school district determined to have an unduplicated pupil percentage that is 24.99 percent or less shall receive two points.
(c) A school district that has a pupil enrollment of 200 pupils or fewer shall receive two points.
(d) (1) A school district project that includes the use of a project labor agreement shall receive two points.
(2) For purposes of this subdivision, "project labor agreement" has the same meaning as defined in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.
(e) The department shall draft regulations for consideration by the board to further clarify the requirements of this section.

EC Section 17070.87 – General Provisions

New construction and modernization applications submitted before October 31, 2024, shall be processed and apportioned in accordance with this chapter, as it read on January 1, 2024.

EC Section 17072.30 – New Construction Funding Process

(a) Subject to the availability of funds, the board shall apportion funds to an eligible school district only upon the approval of the project by the Department of General Services pursuant to the Field Act, as defined in Section 17281, and certification by the school district that the required matching funds from local sources have been expended by the district for the project, or have been deposited in the county fund, or will be expended by the district by the time the project is completed, in an amount at least equal to the proposed apportionment pursuant to this chapter, before release of the state funds.
(b) The board shall adjust a school district's required local contribution pursuant to this section and the school district's associated state contribution required pursuant to Article 4 (commencing with Section 17072.10), as follows:
(1) For a school district determined to have a score of more than 10 points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 45 percent and the associated state contribution pursuant to Article 4 (commencing with Section 17072.10) shall be 55 percent.

(2) For a school district determined to have a score of 9 or 10 points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 47 percent and the associated state contribution pursuant to Article 4 (commencing with Section 17072.10) shall be 53 percent.
(3) For a school district determined to have a score of eight points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 48 percent and the associated state contribution pursuant to Article 4 (commencing with Section 17072.10) shall be 52 percent.
(4) For a school district determined to have a score of six or seven points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 49 percent and the associated state contribution pursuant to Article 4 (commencing with Section 17072.10) shall be 51 percent.
(5) For a school district determined to have a score of less than six points pursuant to Section 17070.59, the required local matching funds pursuant to subdivision (a) shall be 50 percent and the associated state contribution pursuant to Article 4 (commencing with Section 17072.10) shall be 50 percent.

EC Section 17073.16 – Modernization Eligibility Determination

(a) A school district eligible for funding pursuant to this article may receive a supplemental grant for either of the following:
(1) Expanding an existing gymnasium, multipurpose room, library, or school kitchen, if the facility is 60 percent or less than the department's recommended size needed to serve the enrollment of the school.
(2) Constructing a new gymnasium, multipurpose room, library, or school kitchen if the site is lacking one or more of the specified facilities.
(b) A site may receive a supplemental grant for only one project described in subdivision (a).
(c) (1) A school district eligible for a modernization apportionment may also receive a supplemental grant for either of the following:
(A) Retrofitting an existing school facility to adequately house transitional kindergarten pupils.
(B) Constructing new transitional kindergarten classrooms if the site is lacking sufficient school facilities to house transitional kindergarten pupils.
(2) A school district that receives a supplemental grant to house transitional kindergarten pupils pursuant to paragraph (1) shall meet the requirements of subparagraphs (A) and (B) of paragraph (5) of subdivision (b) of, paragraphs (2) and (3) of subdivision (f) of, and subdivision (g) of, Section 17375.
(d) The funding provided under this section shall be in addition to any other funding provided pursuant to this article.
(e) The board, in consultation with the Superintendent, shall develop regulations implementing this section.

EC Section 17074.16 – Modernization Apportionment

(a) The board shall release disbursements to school districts with approved applications for modernization, to the extent state funds are available for the state's share, and the school district has provided its required local match. Subject to the availability of funds, the board shall apportion funds to an eligible school district only upon the approval of the project by the Department of General Services pursuant to the Field Act, as defined in Section 17281, including, but not

limited to, a project that complies with the Field Act by complying with Section 17280.5, and evidence that the certification by the school district that the required matching funds from local sources have been expended by the district for the project, or have been deposited in the county fund or will be expended by the district by the time of completion of the project, and evidence that the district has entered into a binding contract for the completion of that project. If state funds are insufficient to fund all qualifying school districts, the board shall fund all qualifying school districts in the order in which the application for funding was approved by the board.

(b) The board shall adjust a school district's required local contribution pursuant to this section and the school district's associated state contribution required pursuant to this article as follows:

(1) For a school district determined to have a score of more than 10 points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 35 percent and the associated state contribution pursuant to this article shall be 65 percent.

(2) For a school district determined to have a score of 9 or 10 points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 37 percent and the associated state contribution pursuant to this article shall be 63 percent.

(3) For a school district determined to have a score of eight points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 38 percent and the associated state contribution pursuant to this article shall be 62 percent.

(4) For a school district determined to have a score of six or seven points pursuant to Section 17070.59, the school district's required local matching funds pursuant to subdivision (a) shall be 39 percent and the associated state contribution pursuant to this article shall be 61 percent.

(5) For a school district determined to have a score of less than six points pursuant to Section 17070.59, the required local matching funds pursuant to subdivision (a) shall be 40 percent and the associated state contribution pursuant to this article shall be 60 percent.

EC Section 17074.265 – Modernization Apportionment

(a) Notwithstanding Article 6 (commencing with Section 17073.10), a school district shall be eligible to receive a modernization apportionment to demolish and construct a building or buildings on an existing schoolsite if both of the following conditions are met:

(1) The building or buildings to be replaced are at least 75 years old.

(2) The school district provides a cost-benefit analysis that indicates the total cost to modernize the building or buildings is at least 50 percent of the current replacement cost, as defined by the board, of the building or buildings. The cost-benefit analysis may include applicable site development costs.

(b) A project that meets the requirements of subdivision (a) shall be eligible for a grant equal to the grant provided under Section 17072.10 multiplied by the capacity of the building or buildings calculated pursuant to Section 17071.25.

(c) The board may adopt regulations to implement this section.

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Revenue and Taxation Code Section 2052 – The Equalized County Assessment Roll

The local roll as delivered to the auditor pursuant to Section 617, including any changes made by the county board during the month of July, together with the board roll as transmitted to the auditor pursuant to Section 756 and the estimate with any changes transmitted pursuant to Section 755, shall become the last equalized roll on August 20, and such rolls together shall continue to be the last equalized roll, except as otherwise provided in this chapter, (a) for the purpose of computing any debt limit for the issuance of bonds of any public entity that is based on a percentage of assessed valuation as shown on the last equalized assessment roll and (b) for all other purposes, until the assessment roll for the following year becomes the last equalized roll in accordance with the provisions of this section.

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Proposed Regulatory Amendments

School Facility Program (SFP) Regulation Section 1859.2 Definitions

For the purpose of these regulations, the terms set forth below shall have the following meanings, subject to the provisions of the Act:

…

"Current Replacement Cost" means, beginning [insert the OAL effective date of the regulation], $932.00 per square foot for permanent Toilet Facilities and $517.00 per square foot for all other permanent spaces, and $302.00 per square foot for portable Toilet Facilities and $118.00 per square foot for all other portable spaces. The amounts shown will be adjusted annually in the manner prescribed in Section 1859.71.

…

"Department" shall have the meaning set forth in Education Code Section 17070.15~~(f)~~.

…

"Form SAB 57-75" means the *75 Years or Older Building Cost/Benefit Analysis*, Form SAB 57-75, (New xx/25), which is incorporated by reference.

…

"Local Funding Adjustment Grant" means the additional funding provided to reduce the School District's required matching share, pursuant to Education Code Sections 17072.30, 17074.16, and 17070.59 for Approved Applications received on or after October 31, 2024.

…

"Minimum Essential Facility" is defined as a gymnasium, multipurpose room, library and/or school kitchen pursuant to Education Code Section 17073.16, or a hybrid combination of any of the four, including, but not limited to, multipurpose/gymnasium hybrid, multipurpose/school kitchen hybrid, or multipurpose/gymnasium/school kitchen.

…

"Retrofit" means a construction project to retrofit an existing school facility to adequately house Transitional Kindergarten or kindergarten pupils, which shall only include the costs of design, engineering, testing, inspection, plan checking, construction management, demolition, construction, necessary utility costs, utility connection and other related fees, the purchase and installation of air-conditioning equipment and insulation materials and related costs, furniture and equipment, including telecommunication equipment to increase school security, fire safety improvements, playground safety improvements, the identification, assessment, or abatement of hazardous asbestos, seismic safety improvements, the upgrading of electrical systems, and the wiring or cabling of classrooms in order to accommodate educational technology.

…

"Transitional Kindergarten" means the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate, pursuant to EC Section 48000.

…

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Reference: Sections 8974, 17009.5, 17017.6, 17017.7, 17021, 17047, 17050, 17051, 17070.15, 17070.51(a), 17070.59,17070.71, 17070.77, 17071.10, 17071.25, 17071.30, 17071.33, 17071.35, 17071.40, 17071.75, 17071.76, 17072.10, 17072.12, 17072.18, 17072.30, 17072.33, 17073.16,17073.25, 17074.10, 17074,16, 17074.30, 17075.10, 17075.15, 17077.40, 17077.42, 17077.45, 17078.52, 17078.56, 17078.72(k), 17079, 17079.10, 17280, 56026 and 101012(a)(8), Education Code; Section 53311, Government Code; and Sections 1771.3 in effect on January 1, 2012 through June 19, 2014 and 1771.5, Labor Code.

SFP Regulation Section 1859.32. Adjustments to Gross Classroom Inventory

After the gross classroom inventory has been prepared pursuant to Section 1859.31, it will be reduced by the following. Any classrooms:

…

(n) built with funds provided by EC Section 17375.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17052, 17071.25, 17071.30, 17375 and 17077.40, Education Code.

SFP Regulation Section 1859.51. Adjustments to the New Construction Baseline Eligibility

The baseline eligibility for new construction determined on the Form SAB 50-03 will be adjusted as follows:

…

(t) Reduced by the number of pupils housed in additional Transitional Kindergarten Classrooms constructed, pursuant to Education Code Section 17073.16(c) in an SFP modernization project.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17052, 17070.51, 17071.25, 17071.75, 17071.76, 17072.20, 17073.16, 17077.40, 17078.72, 17079.20, 17375, 42268, and 42270, Education Code.

SFP Regulation Section 1859.70.5 Points for Determining the Local Funding Adjustment Grant.

This Section shall apply to Approved Applications received on or after October 31, 2024 for funding of a New Construction Adjusted Grant, Modernization Adjusted Grant, and funding pursuant to Sections 1859.82.1 and 1859.82.2. For Approved Applications on the OPSC workload list or the Applications Received Beyond Bond Authority list, OPSC will notify the School District in writing that OPSC is scheduled to begin processing the School District's Form SAB 50-04. The School District must submit documentation to substantiate the information in (a) within 90 days of the OPSC notification. For Approved Applications submitted pursuant to Sections 1859.82.1 and 1859.82.2, the School District must report the information in (a) on the Form SAB 50-04 and shall be based on the OPSC received date of the Approved Application.

(a) To determine the Local Funding Adjustment Grant, the School District must submit the following information:

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(1) The School District's total assessed valuation in the form of a letter or report from the appropriate county auditor-controller(s) that certifies to the School District's total assessed valuation. The total assessed valuation means the amount provided in the last equalized county assessment roll reported pursuant to Revenue and Taxation Code Section 2052. The reporting year of the total assessed valuation shall be based upon the OPSC received date as determined in the chart below.

OPSC Received Date of Total Assessed Valuation Documentation	Reporting Year
July 1 through August 19	Submit Prior Fiscal Year
August 20 through June 30	Submit Current Fiscal Year

(2) The School District's gross bonding capacity which shall be the product of (A) or (B) as applicable:
(A) Multiply the total assessed valuation in (a) by 1.25 percent for non-unified School Districts, or
(B) Multiply the total assessed valuation in (a) by 2.5 percent for unified School Districts.
(3) The School District's total enrollment meaning the districtwide enrollment reported on a Form SAB 50-01 in Part A, the continuation high pupils reported in Part C, and the Special Day Class pupils reported in Part D. The enrollment year data is determined as follows:

OPSC Received Date of Enrollment Data	Reporting Year
July 1 through October 31	Submit Prior Fiscal Year
November 1 through June 30	Submit Current Fiscal Year

(4) Unduplicated pupil percentage as determined for purposes of the local control funding formula pursuant to EC Section 42238.02. The enrollment year data is determined as in (2) above.

(b) The points used to compute the Local Funding Adjustment Grant are the sum of (1), (2), (3) and (4) below:
(1) Points for the School District's gross bonding capacity divided by the School District's total enrollment shall be one of the following:
(A) Four points for a School District determined to have a gross bonding capacity per enrollment of zero dollars ($0) to nine thousand nine hundred ninety-nine dollars ($9,999), inclusive.
(B) Three points for a School District determined to have a gross bonding capacity per enrollment of ten thousand dollars ($10,000) to nineteen thousand nine hundred ninety-nine dollars ($19,999), inclusive.
(C) Two points for a School District determined to have a gross bonding capacity per enrollment of twenty thousand dollars ($20,000) to fifty-four thousand nine hundred ninety-nine dollars ($54,999), inclusive.
(D) One point for a School District determined to have a gross bonding capacity per enrollment of fifty-five thousand dollars ($55,000) or more.
(2) Points for the School District's unduplicated pupil percentage shall be one of the following:
(A) Eight points for a School District determined to have an unduplicated pupil percentage of between 75 percent and 100 percent, inclusive.

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(B) Six points for a School District determined to have an unduplicated pupil percentage of between 50 percent and 74.99 percent, inclusive.
(C) Four points for a School District determined to have an unduplicated pupil percentage of between 25 percent and 49.99 percent, inclusive.
(D) Two points for a School District determined to have an unduplicated pupil percentage that is 24.99 percent or less.
(3) Two points for a School District with a pupil enrollment of 200 pupils or fewer.
(4) Two points for a project that includes the use of a project labor agreement in the application being processed. Projects that indicate use of a project labor agreement will be verified as part of the audit process required in EC Section 41024. If it is determined that a project labor agreement was not used, the funding associated with the points assigned in (d) to determine the matching share percentage will be required to be returned, with interest (based on the interest rate earned in the Pooled Money Investment Account at the time of fund release) from the time of fund release until funds are returned.
(c) If the School District does not submit any of the necessary information in subsection (a), the funding application receives the lowest points possible in the corresponding subsections (b)(1), (2), (3) and/or (4)

Note: Authority cited: Sections 17070.59, Education Code.
Reference: Sections 17072.30 and 17074.16, Education Code. Section 2052, Revenue and Taxation Code.

Section 1859.77.5. Modernization Additional Grant for Minimum Essential Facilities.

In addition to any other funding authorized by these Regulations, the Board shall provide grant amounts identified in Subsections (b) or (c) for an application for modernization if the eligible project includes a Minimum Essential Facility pursuant to Education Code Section 17073.16. The School District must meet all requirements to qualify for Modernization funding, prior to the additional grant pursuant to this section.

(a) A School District may request a modernization supplemental grant to construct a new or expand an existing multipurpose, gymnasium, library, school kitchen, or a hybrid combination of any of these four facility types, including, but not limited to, multipurpose/gymnasium hybrid, multipurpose/school kitchen hybrid, or multipurpose/gymnasium/school kitchen, when all of the following are met:
(1) The site does not have an existing Minimum Essential Facility, or the existing Minimum Essential Facility is not adequate to serve the enrollment of the school. For the purposes of this Section, an existing Minimum Essential Facility is considered inadequate to serve the enrollment of the school if the existing Square Footage is 60 percent or less than the square footage necessary for the enrollment in the current CBEDS Report at the time of receipt of an Approved Application at the site, as calculated pursuant to the chart in Section 1859.82.1(b)(4)(B)(2.).
(2) The site has not previously received funding pursuant to this article to construct or expand a Minimum Essential Facility.
(3) An Approved Application for Modernization funding has been received by OPSC for a project wherein the DSA-approved plans contain the construction or expansion of a Minimum Essential Facility eligible for this grant.

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(A) An Approved Application received by the OPSC, on or after October 31, 2024, may be amended to request this supplemental grant provided the plans and specifications that contain the expansion or construction of a Minimum Essential Facility eligible for this supplemental grant were approved by the DSA prior to the receipt of the Approved Application.
(B) If the School District wishes to amend its Approved Application to include a request for this supplemental grant and the plans and specifications were approved by DSA after the receipt of the Approved Application, the School District must request in writing that the Approved Application be withdrawn and removed from OPSC's workload list. The resubmitted Approved Application will receive a new received date by OPSC.
(4) The construction contract(s) for the construction or expansion of the Minimum Essential Facility was executed on or after July 3, 2024.
(5) The Minimum Essential Facility must meet the requirements pursuant to the California Code of Regulations, Title 5.
(6) For purposes of this Section, a multipurpose/gymnasium hybrid is considered to be both a multipurpose room and a gymnasium. A school site with a middle school and/or high school pupils is eligible for one multipurpose room and one gymnasium; therefore, if a school site has an adequate multipurpose room and an adequate gymnasium, it is not eligible for a multipurpose/gymnasium hybrid under this Section.
(b) If all conditions in Subsection (a) are met, and the site is lacking one or more of the Minimum Essential Facilities, the application is eligible to receive a supplemental grant based on the Square Footage of the new Minimum Essential Facilityjustified by enrollment at the project site as follows:
(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.
(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the actual Square Footage constructed or the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)(2.).
(3) If a School District submits documentation that demonstrates additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.
(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(6) In addition to the funding provided in Subsections (4) and (5), the application is eligible to receive an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs

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incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.
(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible costs pursuant to Section 1859.76 (a), (b), and (c) by submitting a detailed cost estimate for site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and submitting any justification documents that will support the work with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the district that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (b)(2) and (b)(3).
(c) If all conditions in Subsection (a) are met, and the site's existing Minimum Essential Facility is not adequate to serve the enrollment of the school, the application is eligible to receive a supplemental grant based on the square footage of the expanded Minimum Essential Facility justified by enrollment at the project site as follows:
(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.
(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the delta between the Square Footage of the existing Minimum Essential Facility and actual Square Footage constructed or the delta between the Square Footage of the existing Minimum Essential Facility and the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)(2).
(3) If a School District submits documentation that demonstrates that additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.
(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(6) In addition to the funding provided in Subsections (4) and (5), an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.

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(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible site development costs pursuant to Section 1859.76 (a), (b) and (c) by submitting a detailed cost estimate for site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and submitting any justification documents that will support the work with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the School District that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (c)(2) and (c)(3).

Note: Authority cited: Sections 17070.35 and 17073.16, Education Code.
Reference: Sections 17073.16 and 17074.25, Education Code

SFP Regulation Section 1859.77.1. New Construction District Matching Share Requirement.

For applications received before October 31, 2024, ~~A~~any funding provided by these Regulations shall require a School ~~d~~District matching share contribution on a dollar-for-dollar basis with the exception of financial hardship provided by Section 1859.81 or any additional grant provided for a district-owned site acquisition cost pursuant to Sections 1859.74.5 or 1859.81.2.

For applications received on or after October 31, 2024, any funding provided by these Regulations shall require a School District matching share contribution pursuant to Education Code Sections 17070.59 and 17072.30 and adjusted for the Local Funding Adjustment Grant using the points determined in Section 1859.70.5, with the exception of Financial Hardship provided by Section 1859.81 or any additional grant provided for a district-owned site acquisition cost pursuant to Sections 1859.74.5 or 1859.81.2.

The School ~~d~~District may include as its School ~~d~~District matching share any amounts expended on the project for an energy audit made pursuant to Education Code Section 17077.10 and any amounts applied to the project for incentive grants or rebates received by the School ~~d~~District from a program funded pursuant to Public Utilities Code Section 381.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17072.30, 17074.16 and 17077.10, Education Code.

Section 1859.78.7.1 Modernization Additional Grant for 75 Years or Older Buildings

In lieu of the funding provided by subdivision (a) of Education Code Section 17074.10 and Section 1859.78.3, the Board shall provide funding to Approved Applications received on or after October 31, 2024 for projects that include the demolition and

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replacement of 75 years or older permanent or portable school building(s) if a contract for the work was awarded on or after July 3, 2024.

A School District may replace the 75 Years or Older Building in the same location or an alternate location on the same site. Site development funding for the minimum work required to replace the qualifying building may be provided pursuant to subdivision (e).

(a) To receive 75 Years or Older funding pursuant to Education Code Section 17074.265, all of the following must be met:
(1) The existing permanent or portable building must be at least 75 years or older. For purposes of determining the age of the building, the 75 years or older period shall begin 12 months after the original plans for the construction of the building were approved by the Department or DSA as applicable.
(2) Each building on the site that is 75 years or older must qualify on an individual basis.
(3) If the school building was demolished prior to OPSC's receipt of an Approved Application, the school building must have been 75 years old prior to the demolition.
(4) The existing permanent or portable building must be replaced on the same site.
(5) The School District must complete and submit to OPSC a 75 Years or Older Building Cost/Benefit Analysis (Form SAB 57-75) that demonstrates the total cost to modernize a 75 years or older school building and comply with current Title 24 Building Code is at least 50 percent of the Current Replacement Cost for the applicable building type; permanent or portable. The cost/benefit analysis for each building proposed for replacement under this section must meet the following criteria:
(A) The Form SAB 57-75 must demonstrate the minimum work required to modernize and continue to occupy the 75 years or older school building is at least 50 percent of the Current Replacement Cost of the existing Square Footage of the school building.
(B) The work in the Form SAB 57-75 may only include work directly related to the modernization of the qualifying 75-year old school building, which may include improvements to extend the useful life of, or to enhance the physical environment of the qualifying 75-year old building. The Form SAB 57-75 may only include:
1. The cost of design, engineering, testing, inspection, plan checking, construction management, demolition, construction, necessary utility costs, utility connection and other fees, the purchase and installation of air-conditioning equipment and insulation materials and related costs, costs to limit pupil exposure to harmful air pollutants by updating air filtration systems, telecommunication equipment to increase school security, fire safety improvements, and the upgrading of electrical systems or wiring or cabling of Classrooms in order to accommodate educational technology.
2. The cost of designs and materials that promote the efficient use of energy and water, the maximum use of natural lighting and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and other characteristics of high-performance schools.
(C) The Form SAB 57-75 may not include costs associated with the acquisition of real property.
(D) The Form SAB 57-75 must be completed using the most current edition of the Current Construction Remodeling and Repair Cost publication by Sierra West Publishing. For all materials or items listed, the amounts entered on the Form SAB 57-75 must use the unit costs. For individual materials or items that are not contained in the most current edition of the Current Construction Remodeling and Repair

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publication, the School District must provide supporting documentation to demonstrate that the costs for the unique work are reasonable and appropriate.
(E) All requested line items shall include Construction Specifications Institute reference number (CSI #), description, F2 total unit cost amount, and quantity. Any line items that include amounts in lump-sum formats will not be reviewed or approved. For individual materials or items that are not contained in the most current edition of the Current Construction Remodeling and Repair publication, the School District must provide supporting documentation to demonstrate that the costs for the unique work are reasonable and appropriate.

(b) For each qualifying Classroom replaced, funding shall be provided on a per pupil grant basis for the number of pupils to be housed as follows: 25 for each K-6 Classroom, 27 for each 7-12 Classroom, 13 for each Special Day Class Non-Severe Classroom, and 9 for each Special Day Class Severe Classroom. Beginning [insert the OAL effective date of this Section], the Board shall provide the following grant amounts:
(1) $19,016 for each elementary pupil.
(2) $20,113 for each middle school pupil.
(3) $25,592 for each high school pupil.
(4) $53,437 for each Special Day Class Severe pupil.
(5) $35,738 for each Special Day Class Non-Severe pupil.
The amounts in (1), (2), (3), (4) and (5) above shall be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January, pursuant to Education Code Section 17072.10.

(c) For qualifying non-classroom space, funding provided shall be based on the eligible Square Footage. The eligible Square Footage shall be the lesser of the following:
(1) Non-classroom Square Footage that was on the site at the time modernization eligibility was established pursuant to Section 1859.60
(2) Non-classroom Square Footage constructed to replace the qualifying Square Footage, justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)2. Excess Square Footage required as part of California Code of Regulations, Title 5 requirements needed to obtain plan approvals are permissible per Regulation Section 1859.79.2 and considered an eligible expenditure, not to exceed Square Footage allowances provided in in the chart in Regulation Section 1859.82.1(b)(4)(B)(2.). Any excess Square Footage not due to California Code of Regulations, Title 5 requirements will not be eligible and must be locally funded by the School District.
(d) The funding for the replacement Square Footage is calculated as follows:
(1) Multiply the Square Footage determined in (c) by $312, This amount shall be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January, pursuant to Education Code Section 17072.10.
(2) Divide the product by the per pupil allowance in (b) to determine the total allowable pupil grants for the Square Footage being constructed. For school sites serving multiple grade levels, select the amount for the highest grade level served by the building.
(e) An additional grant for site development may be provided for the minimum work required to replace the qualifying building. Any site development provided will be reduced, on a prorated basis, by the percentage of excess building Square Footage constructed. The Board shall provide 60 percent of the following approved site development and applicable design costs:

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(1) Service site development cost, within school property lines, attributable only to the replacement of the qualifying building(s) for:
(A) Site clearance including the removal of trees, brush, and debris within footprint of the replacement building(s).
(B) Demolition and removal of the qualifying building(s) and existing buildings and site improvements which lie in the footprint of a proposed replacement building(s).
(C) Removal and rerouting of existing utility service which lie in the footprint of a proposed replacement building(s).
(D) Rough grading including cut and fill and leveling and terracing operations required in the design.
(E) Soil compaction adhering to common engineering practices and engineered fill that is required by a soils report that is available for review by OPSC.
(F) On-site drainage facilities including inlets below grade drainage facilities and retention basins.
(G) Erosion control improvements such as plant material, temporary sprinkler systems, jute mesh and straw, due to embankments having a slope of at least two to one and a vertical height greater than six feet.
(H) Outside stairways, handicap ramps and retaining walls due to embankments having a slope of at least two to one and a vertical height greater than six feet.
(I) Fire code requirements on site that are not a part of the replacement building.
(2) Utility service costs that are necessary to serve the replacement building:
(A) Water: Replacement or repair of main water service line(s) between the utility company connection and to five feet of the qualifying building(s) on the site, connection fees if applicable, meter (if not provided by the serving utility), and replacement or repair of a domestic water appurtenances (i.e., well, pump, tank) as needed for the proper operation of the system.
(B) Sewage: Replacement or repair of main sewer line between the utility company connection and to five feet of the qualifying building(s) on the site and connection fees, if applicable. Replacement or repair of sewage appurtenances (i.e., treatment/disposal system) as needed for the proper operation of the system and a main disposal line from the treatment system to five feet of the qualifying building(s) on the site.
(C) Gas: Replacement or repair of main gas service line between the utility company connection and to five feet of the qualifying building(s) on the site, connection fee (if applicable), meter (if not provided by serving utility) or replacement or repair of gas service appurtenances (i.e., liquefied petroleum system and tank) as needed for proper operation of the system and a new main supply line from the tank to five feet of the qualifying building(s) on the site.
(D) Electric: Replacement or repair of electrical service between the utility company connection and the qualifying building's main switchboard. Primary electric service runs between the utility company's point of connection and the transformer. Secondary electric service runs between the transformer and the main switchboard. Connection fee, transformer pads and protective devices (i.e., bollards) as required by the utility company.
(E) Communication systems: Replacement or repair of service between the utility company connection and the nearest distribution center.
(3) The School District must submit a detailed cost estimate for eligible site development work in (A) and (B) and any justification documents that will support the work with the Form SAB 50-04 using the most current edition of the Current Construction Cost publication by Sierra West Publishing. The Board will approve

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reasonable and appropriate site development work which meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Cost publication by the Sierra West Group. The design professional must certify to the School District that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards.

(f) Portable buildings replaced pursuant to this section shall be replaced with permanent Square Footage.
(g) The qualifying 75 Years or Older Building(s) must be demolished before the Notice of Completion of the project.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17074.265, Education Code.

Section 1859.78.9.1. Modernization Additional Grant for Minimum Essential Facilities.

In addition to any other funding authorized by these Regulations, the Board shall provide grant amounts identified in Subsections (b) or (c) for an application for modernization if the eligible project includes a Minimum Essential Facility pursuant to Education Code Section 17073.16. The School District must meet all requirements to qualify for Modernization funding, prior to the additional grant pursuant to this section.

(a) A School District may request a modernization supplemental grant to construct a new or expand an existing multipurpose, gymnasium, library, school kitchen, or a hybrid combination of any of these four facility types, including, but not limited to, multipurpose/gymnasium hybrid, multipurpose/school kitchen hybrid, or multipurpose/gymnasium/school kitchen, when all of the following are met:
(1) The site does not have an existing Minimum Essential Facility, or the existing Minimum Essential Facility is not adequate to serve the enrollment of the school. For the purposes of this Section, to determine if an existing Minimum Essential Facility is inadequate, the existing Square Footage is 60 percent or less than the square footage necessary for the enrollment in the current CBEDS Report at the time of receipt of an Approved Application at the site as calculated pursuant to the chart in Section 1859.82.1(b)(4)(B)2.
(2) The site has not previously received funding pursuant to this article to construct or expand a Minimum Essential Facility.
(3) An Approved Application for Modernization funding has been received by OPSC for a project wherein the DSA-approved plans contain the construction or expansion of a Minimum Essential Facility eligible for this grant.
(A) An Approved Application received by the OPSC, on or after October 31, 2024, may be amended to request this supplemental grant provided the plans and specifications that contain the expansion or construction of a Minimum Essential Facility eligible for this supplemental grant were approved by the DSA prior to the receipt of the Approved Application.
(B) If the School District wishes to amend its Approved Application to include a request for this supplemental grant and the plans and specifications were approved by DSA

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after the receipt of the Approved Application, the School District must request in writing that the Approved Application be withdrawn and removed from OPSC's workload list. The resubmitted Approved Application will receive a new received date by OPSC.
(4) The construction contract(s) for the construction or expansion of the Minimum Essential Facility was executed on or after July 3, 2024.
(5) The Minimum Essential Facility must meet the requirements pursuant to the California Code of Regulations, Title 5.
(6) For purposes of this Section, a multipurpose/gymnasium Hybrid is considered to be both a multipurpose and a gymnasium. A school site with a middle school and/or high school pupils is eligible for one multipurpose and one gymnasium; therefore, if a school site has an adequate multipurpose and an adequate gymnasium, it is not eligible for a Multipurpose/Gymnasium Hybrid under this Section.
(b) If all conditions in Subsection (a) are met, and the site is lacking one or more of the Minimum Essential Facilities, the application is eligible to receive a supplemental grant based on the Square Footage of the new Minimum Essential Facility constructed justified by enrollment at the project site as follows:
(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.
(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the actual Square Footage constructed or the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)2.
(3) If a School District submits documentation that demonstrates additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.
(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.
(6) In addition to the funding provided in Subsections (4) and (5), an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.
(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible costs pursuant to Section 1859.76 (a), (b), and (c) by submitting a detailed cost estimate for requests related to site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and any justification documents that will support the work must be submitted with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work

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that meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the district that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (b)(2) and (b)(3).

(c) If all conditions in Subsection (a) are met, and the site's existing Minimum Essential Facility is not adequate to serve the enrollment of the school, the application is eligible to receive a supplemental grant based on the square footage of the expanded Minimum Essential Facility constructed justified by enrollment at the project site as follows:

(1) Determine the current enrollment at the site using the CBEDS Report at the time of receipt of an Approved Application.

(2) The eligible Square Footage for the Minimum Essential Facility shall be the lesser of the delta between the Square Footage of the existing Minimum Essential Facility and actual Square Footage constructed or the delta between the Square Footage of the existing Minimum Essential Facility and the Square Footage justified by enrollment pursuant to the chart in Section 1859.82.1(b)(4)(B)(2).

(3) If a School District submits documentation that demonstrates that additional toilet space must be constructed to obtain plan approval from DSA, the eligible toilet Square Footage may be increased by the amount of Square Footage required to obtain plan approval.

(4) Beginning [insert the OAL effective date of this Section], the permanent Square Footage amount(s) determined in (b)(2) above shall be multiplied by $312 per square foot for all non-Toilet Facilities and by $559 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.

(5) Beginning [insert the OAL effective date of this Section], the portable Square Footage amount(s) determined in (b)(2) above shall be multiplied by $69 per square foot for all non-Toilet Facilities and by $181 for Toilet Facilities (includes shower/locker area and physical therapy area for individuals with Exceptional Needs). The amounts shown will be adjusted in the manner prescribed in Section 1859.71.

(6) In addition to the funding provided in Subsections (4) and (5), an amount equal to 35 percent of the sum of Subsections (4) and (5) for costs associated with site development, demolition, landscaping and other costs incurred when adding a Minimum Essential Facility to a site, utility costs, utility connections and other related fees necessary for the Minimum Essential Facility.

(7) In lieu of 35 percent funding provided in (6) above, the School District has the option of requesting 60 percent of eligible site development costs pursuant to Section 1859.76 (a), (b) and (c) by submitting a detailed cost estimate for requests related to site development work for the eligible Square Footage in the qualifying Minimum Essential Facility and any justification documents that will support the work must be submitted with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and

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industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the School District that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards. This amount will be prorated for any excess Square Footage constructed beyond the eligible Square Footage determined in (c)(2) and (c)(3).

Note: Authority cited: Sections 17070.35 and 17073.16, Education Code.
Reference: Sections 17073.16 and 17074.25, Education Code

Section 1859.78.9.2 Modernization Additional Grant for Transitional Kindergarten Classrooms

(a) In addition to any other funding authorized by these Regulations, the Board shall provide the funding determined in (c) for each eligible Transitional Kindergarten Classroom, up to a maximum of four Classrooms, in an Approved Application for Modernization funding if the School District demonstrates a need to adequately house Transitional Kindergarten pupils as described in Education Code Section 17073.16, and the following conditions are met:
(1) The Approved Application was received on or after October 31, 2024.
(2) Construction contracts for the construction or Retrofit of Transitional Kindergarten Classrooms were signed on or after July 3, 2024.
(3) Final DSA and CDE plan approvals for the eligible Transitional Kindergarten Classrooms were obtained prior to the receipt date of the Approved Application.
(4) The funding must construct or Retrofit facilities that result in Classroom(s) that meets the design requirements required for new kindergarten Classrooms as specified in paragraph (2) of subdivision (h) of Section 14030 of Title 5 of the California Code of Regulations.
(5) For new construction projects, Classrooms must be not less than 1,350 square feet, including restrooms, storage, teacher preparation, wet and dry areas.
(6) For Retrofit projects, Classrooms shall not be less than 1,350 square feet, including restrooms, storage, teacher preparation, wet and dry areas unless both of the following conditions are met:
(A)The project qualifies for an exemption through CDE pursuant to Title 5, Section 14030(r) of the California Code of Regulations to Retrofit a Classroom that will be less than 1,350 square feet.
(B) The Classroom shall not be less than 1,250 square feet.
(7) The School District shall not use funds to purchase, or install, a Portable Classroom(s).
(8) The School District lacks the facilities to provide Transitional Kindergarten instruction at the project school site. A project school site is considered lacking Transitional Kindergarten facilities if the calculated enrollment exceeds the current kindergarten Classroom capacity at the site. Classrooms constructed as kindergarten or Transitional Kindergarten classrooms or altered to house kindergarten or Transitional Kindergarten students, regardless of current use, will be included when determining the existing kindergarten and Transitional Kindergarten classroom capacity, as determined by CDE. For purposes of determining Classroom capacity, a loading standard of 25 kindergarten

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pupils per Classroom will be used and all Transitional Kindergarten Classrooms will be loaded for full-day instruction unless the School District indicates that an existing Classroom(s) will continue to be used for non-full-day instruction at the completion of the project. The maximum calculated Transitional Kindergarten Classroom need shall be determined by one of the following:
(A) Calculate the mean of first grade, second grade, and third grade enrollment at the time of receipt of an Approved Application. The mean shall be rounded up to the nearest whole number.
(B) Calculate the mean of the Transitional Kindergarten enrollment at the time of receipt of an Approved Application, plus two prior enrollment years. The mean shall be rounded up to the nearest whole number.

(b) Applicants requesting the additional grant for Transitional Kindergarten shall include the following documentation:
(1) A description of the proposed project, including, but not limited to, the following information:
(A)The total number of Transitional Kindergarten and kindergarten Classrooms on the site prior to the construction of the proposed Transitional Kindergarten Classrooms in the project.
(B) The current CBEDS Report, at the time of receipt of an Approved Application, including Transitional Kindergarten students pursuant to EC Section 48000. To determine the appropriate enrollment reporting year, refer to the following:

OPSC 90 Day Notification of Processing	**Enrollment Reporting Year**
July 1 through October 31	Submit Prior Fiscal Year Enrollment Data
November 1 through June 30	Submit Current Fiscal Year Enrollment Data

(C) The enrollment at the site for the three years immediately preceding the enrollment reporting year determined in (7)(B) above.
(D) The total number of Transitional Kindergarten and kindergarten Classrooms on the site after the completion of the project.
(E) Site map that includes labelling of all facilities and their current use, identifies all Classrooms constructed or previously retrofitted to house preschool, Transitional Kindergarten, and kindergarten students, and identifies any facilities that will be retrofitted in the project.
(c) Beginning [insert the OAL effective date of this Section], the additional grant for the construction of a new Transitional Kindergarten Classroom(s) shall be equal to the sum of (1) through (6):
(1) $19,016 for each pupil housed multiplied by 25 for each Transitional Kindergarten Classroom in the DSA-approved plans.
(2) $23 for each pupil housed multiplied by 25 if the Classroom(s) in the DSA-approved plans if the project includes an automatic fire detection and alarm system.
(3) $318 for each pupil housed multiplied by 25 if the DSA-approved plans if the project includes an automatic sprinkler system.

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(4) An amount equal to 35 percent of the amount determined in (1) for costs associated with site development, demolition, landscaping, utility costs, utility connections and other related fees necessary to add a Transitional Kindergarten Classroom(s) to the site.
(5) In lieu of 35 percent funding provided in (4) above, the School District has the option of requesting 60 percent of eligible site development costs pursuant to Section 1859.76 (a), (b) and (c) by submitting a detailed cost estimate for requests related to site development work for the qualifying Classrooms, and any justification documents that will support the work with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions, if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the School District that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards.
(6) An amount equal to 12 percent of the amount determined in (a) for each pupil housed in a multilevel building that will house pupils in all levels of the building if the usable site acreage is less than 75 percent of the site size recommended by CDE, pursuant to California Code of Regulations, Title 5, Section 14010(a), for the master-planned project capacity.
(7) The grant amounts in (1), (2), and (3) above shall be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January, pursuant to Education Code Section 17072.10(b).
(d) Beginning [insert the OAL effective date of this Section], the additional grant for the Retrofit of an existing school facility to be a Transitional Kindergarten Classroom(s) shall be equal to the sum of (1) through (5) below:
(1) $6,034 for each pupil housed multiplied by 25 for each Transitional Kindergarten Classroom in the DSA-approved plans.
(2) $196 for each pupil housed multiplied by 25 for each Classroom(s) in the DSA-approved plans if the project includes an automatic fire detection and alarm system.
(3) An amount equal to 35 percent of the amount determined in (a) for costs associated with demolition, landscaping, playground safety improvements and other costs incurred when adding a preschool, transitional kindergarten or kindergarten Classroom(s) to a site, utility costs, utility connections and other related fees necessary for the project.
(4) An amount equal to 15 percent of the amount determined in (a) for upgrading existing site development (utilities) work as necessary if the project includes the Retrofit of a 50-year-old or older permanent building.
(5) In lieu of funding provided in (3) and (4) above, the School District has the option of requesting 60 percent of eligible site development costs pursuant to Section 1859.76 (a), (b) and (c) by submitting a detailed cost estimate for requests related to site development work for the qualifying Classrooms, and any justification documents that will support the work with the Form SAB 50-04. The Board will approve reasonable and appropriate site development work that meets common engineering practices and industry standards that are consistent with the specific site conditions, if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the School District that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards.

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(6) The grant amounts in (1) and (2) above shall be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January, pursuant to Education Code Section 17074.10(b).

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17375 and 17073.16, Education Code.

Section 1859.79. Modernization District Matching Share Requirement.
Except in the case of financial hardship as provided in Section 1859.81 a School ~~d~~District matching share for a modernization project shall be required as follows:
(a) If the Approved Application is received on or before April 29, 2002, any Modernization Grant plus any other funding provided by these Regulations shall require a School ~~d~~District matching share equal to at least 20 percent of those amounts which, combined with the State's Modernization Adjusted Grant, shall represent 100 percent of the total project cost.
(b) If the Approved Application is received after April 29, 2002 and before October 31, 2024, any Modernization Grant, plus any other funding authorized by these Regulations shall require a School ~~d~~District matching share equal to at least 40 percent of those amounts which, combined with the State's Modernization Adjusted Grant, shall represent 100 percent of the total project cost.
(c) If the Approved Application is received on or after October 31, 2024, any Modernization Grant, plus any other funding authorized by these Regulations shall require a School District matching share contribution pursuant to Education Code Sections 17070.59 and 17074.16 and adjusted for the Local Funding Adjustment Grant using the points determined in Section 1859.70.5.

The School ~~d~~District may include as its School ~~d~~District matching share any amounts expended on the project for an energy audit made pursuant to Education Code Section 17077.10 and any amounts applied to the project for incentive grants or rebates received by the School ~~d~~District from a program funded pursuant to Public Utilities Code Section 381.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17074.15, 17074.16, 17074.16 and 17077.10, Education Code.

Section 1859.79.2. Use of Modernization Grant Funds.
The Modernization Grant plus any other funds provided by these Regulations shall be expended as set forth in Education Code Sections 17073.16,17074.25, 17074.10(f) and 17070.15(i) and may also be utilized for other purposes as set forth in Education Code Section 100420(c), and Labor Code Section 1771.3(a) in effect on January 1, 2012 through June 19, 2014. Modernization funding may also be used for the costs incurred by the district directly or through a contract with a third party provider for the initiation and enforcement of a LCP. Modernization funding, with the exception of savings, is limited to expenditure on the specific site where the modernization grant eligibility was generated. The grant may not be used for the following:
(a) New building area with the exception of the following:
(1) Replacement building area of like kind. Additional C~~c~~lassrooms constructed within the replacement area will reduce the new construction baseline eligibility for the School D~~d~~istrict.

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(2) Building area required by the federal Americans with Disabilities Act (ADA) or by the ~~Division of the State Architect's (~~DSA) ~~handicapped~~ access requirements.
(3) Additional Square Footage constructed with funding provided by Sections 1859.78.7.1, 1859.78.9.1 or 1859.78.9.2.
(4) Additional Square Footage constructed to meet the minimum requirements of California Code of Regulations, Title 5.
(b) New site development items with the exception of:
(1) Replacement, repair or additions to existing site development.
(2) Site development items required by the federal ADA Act or by the DSA's ~~handicapped~~ access requirements.
(3) Site development work for facilities in (a)(3) or (a)(4) above.
(c) The evaluation and removal of hazardous or solid waste and/or hazardous substances when the Department of Toxic Substance Control has determined that the site contains dangerous levels of a hazardous substance, hazardous waste, or both that exceed ten percent of the combined adjusted grant and the district matching share for the project.
(d) Leased facilities not owned by another School ~~d~~District or a county superintendent. Modernization Grant funds may be used on any school facilities on the site, with the exception of portable classroom facilities eligible for an additional apportionment pursuant to Education Code Sections 17073.15 and 17074.10(f) and as defined in Section 1859.78.8. If the classroom facilities on the site include areas that are currently ineligible for modernization, it will not disqualify those facilities from future modernization funding.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17070.15, 17073.16,17074.25 and 100420(c), Education Code, and Section 1771.3 in effect on January 1, 2012 through June 19, 2014, Labor Code.

Section 1859.82.1. Facility Hardship Program.
...

Facility	Elementary School Pupils	Middle School Pupils	High School Pupils
Multi-Purpose (includes food service)	5.3 sq. ft. per pupil minimum 4,000 sq. ft.	5.3 sq. ft. per pupil minimum 5,000 sq. ft.	6.3 sq. ft. per pupil minimum 8,200 sq. ft.
Multi-Purpose Only (excludes food service)	3.3 sq. ft. per pupil minimum 3,600 sq. ft.	3.3 sq. ft. per pupil minimum 4,600 sq. ft.	3.3 sq. ft. per pupil minimum 7,600 sq. ft.
School Kitchen	2 sq. ft. per pupil minimum 400 sq. ft. maximum 1,480 sq. ft.	2 sq. ft. per pupil minimum 400 sq. ft. maximum 1,880 sq. ft.	3 sq. ft. per pupil minimum 600 sq. ft. maximum 3,975 sq. ft.
Toilet	3 sq. ft. per pupil minimum 300 sq. ft.	4 sq. ft. per pupil minimum 300 sq. ft.	5 sq. ft. per pupil minimum 300 sq. ft.
Gymnasium (includes shower/locker area)	N/A	12.9 sq. ft. per pupil minimum 6,828 sq. ft. maximum 16,000 sq. ft.	15.3 sq. ft. per pupil minimum 8,380 sq. ft. maximum 18,000 sq. ft.
School Administration	3 sq. ft. per pupil minimum 600 sq. ft.	3 sq. ft. per pupil minimum 600 sq. ft.	4 sq. ft. per pupil minimum 800 sq. ft.
Library/Media Center	2.3 sq. ft. per pupil plus 600 sq. ft., minimum 960 sq. ft.	3.3 sq. ft. per pupil plus 600 sq. ft. minimum 960 sq. ft.	4.3 sq. ft. per pupil plus 600 sq. ft. minimum 960 sq. ft.

ATTACHMENT B

Kindergarten Classrooms (including Transitional Kindergarten)	1,350 sq. ft. for each replacement classroom.	NA	NA
Classrooms (1st-12th grade)	960 sq. ft. for each replacement classroom	960 sq. ft. for each replacement classroom	960 sq. ft. for each replacement classroom
Computer instructional support area, Industrial and Technology/Education Laboratory	960 sq. ft. for each replacement classroom.	960 sq. ft. for each replacement classroom.	960 sq. ft. for each replacement classroom.
Laboratory Classrooms (including science and consumer home economics. (Does not include Industrial and Technology/Education Laboratory)	1,300 sq. ft. for each replacement classroom.	1,300 sq. ft. for each replacement classroom.	1,300 sq. ft. for each replacement classroom.

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STATE OF CALIFORNIA
APPLICATION FOR FUNDING
SCHOOL FACILITY PROGRAM
SAB 50-04 (REV ~~05/20~~ XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

GENERAL INFORMATION

If this application is submitted when there is Insufficient Bond Authority, as defined in Regulation Section 1859.2, the School District must adopt and submit a school board resolution, pursuant to Regulation Section 1859.95.1. For information regarding remaining bond authority, contact the Office of Public School Construction (OPSC) prior to submittal of this application.

If not previously submitted, a district may file an application for modernization funding by use of this form concurrently with a determination of or an adjustment to the district's modernization eligibility. The district must submit a determination of or an adjustment to the district's new construction baseline eligibility upon request, as described in Regulation Sections 1859.51 or 1859.70, as applicable. The Board will only provide new construction funding if this form is submitted prior to the date of occupancy of any classrooms included in the construction contract. If the district has a pending reorganization election that will result in the loss of eligibility for the proposed project, the district must submit an adjustment to the district's new construction baseline eligibility as required in Section 1859.51 upon request. This may be accomplished by completion and submittal of Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 for the current enrollment year. Failure to submit the requested Forms may result in OPSC returning the funding application to the district unprocessed.

For purposes of Education Code Section 17073.25, the California Department of Education (CDE) is permitted to file modernization applications on behalf of the California Schools for the Deaf and Blind.

Requests for funding may be made as follows:

1. A separate apportionment for site acquisition for a new construction project for environmental hardship pursuant to Section 1859.75.1. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 (if not previously submitted).
   - Contingent site approval letter from the CDE.
   - Preliminary appraisal of property.
   - Approval letter from the Department of Toxic Substances Control.

2. A separate apportionment for site acquisition and/or design costs for a new construction project pursuant to Section 1859.81.1. This apportionment is available only to districts that meet the financial hardship criteria in Section 1859.81. Districts may apply for a separate apportionment for the design and for site acquisition on the same project. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 (if not previously submitted).
   - Contingent site approval letter from the CDE (site apportionment only).
   - Preliminary appraisal of property (site apportionment only).

3. A separate apportionment for district-owned site acquisition cost pursuant to Section 1859.81.2. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03 (if not previously submitted).
   - Site approval letter from the CDE.
   - Appraisal of district-owned site.
   - Cost benefit analysis as prescribed in Section 1859.74.6 or a copy of the Board finding that the non-school function on the district-owned site must be relocated.

4. A separate apportionment for design cost for a modernization project pursuant to Section 1859.81.1. This apportionment is available only to districts that meet the financial hardship criteria in Section 1859.81. For purposes of this apportionment, the Form SAB 50-03 must accompany this form (if not previously submitted).

5. A New Construction Adjusted Grant pursuant to Section 1859.70 or 1859.180. If the funding request includes site acquisition, the proposed site must either be owned by the district, in escrow, or the district has filed condemnation proceedings and received an order of possession of the site. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03.
   - Site/plan approval letter from the CDE.
   - Appraisal of property if requesting site acquisition funds.
   - Plans and specifications (P&S) for the project that were approved by the DSA. Submittal of plans may be on CD-ROM or "Zip Drive" readable in AutoCAD 14. The specifications may be provided on a diskette that is IBM compatible.
   - Cost estimate of proposed site development, if requesting site development funding.
   - If this request is pursuant to Section 1859.77.2 and the district's housing plan is other than those listed in the certification section of this form, a copy of the school board resolution and the approved housing plan.
   - If the site apportionment is requested pursuant to Regulation Section 1859.74.5, a cost benefit analysis as prescribed in Regulation Section 1859.74.6 or a copy of the Board finding that the non-school function on the district-owned site must be relocated.
   - If this request is fully or partially based on eligibility derived from an Alternative Enrollment Projection, a justification of how the project relieves overcrowding, including but not limited to, the elimination of the use of Concept 6 calendars, four track year-round calendars, or bussing in excess of 40 minutes.
   - Written confirmation from the district's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.

6. For purposes of the Overcrowding Relief Grant (ORG), districts must submit the Overcrowding Relief Grant District-Wide Eligibility Determination (Form SAB 50-11) prior to the submittal of this funding application. In addition, districts must have had the CDE deem the site eligible for the ORG (pursuant to Section 1859.181) prior to the submittal of this application. For purposes of this apportionment, the following documents must be submitted with this form as well as the documents listed in section 5 above:

   - Overcrowding Relief Grant Eligibility Determination Form approved by the CDE.
   - Copies of the supporting documentation provided to the CDE when determining the density of the site, including the site diagram.

   The district is not required to submit its current CBEDS enrollment data.

7. Modernization Adjusted Grant pursuant to Section 1859.70. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - Form SAB 50-03 (if not previously submitted).
   - P&S for the project that were approved by the DSA.
   - If the request includes funding for accessibility and fire code requirement pursuant to Section 1859.83(f), the DSA approved list of the minimum accessibility work required and a detailed cost estimate for the work in the plans.

- DSA approval letter for elevator to meet ~~handicapped~~ access compliance, if funding is requested.
- Cost estimate of the proposed site development necessary for the Reconfiguration of an existing high school.
- Plan approval letter from the CDE.
- Districtwide enrollment data on Form SAB 50-01 when requesting project assistance (if not previously submitted).
- If the request includes funding for 50 year old permanent buildings pursuant to Section 1859.78.6, a site diagram identifying all buildings to be modernized in the project. The diagram must specify those buildings that are at least 50 years old.
- Written confirmation from the district's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.
- For requests to replace 75 Years or Older Building(s) per Section 1859.78.7.1, the district must submit the following:
  - A completed *75 Years or Older Building Cost Estimate and Cost/Benefit Analysis* (Form SAB 57-75).
  - A copy of the demolition plans, or other supporting documentation, that demonstrate the demolition of the qualifying 75 Years or Older Building(s).
  - A detailed cost estimate that delineates the cost associated with the work to demolish and replace the qualifying 75 Years or Older Building(s), inclusive of the allowable site development costs per 1859.78.7.1, apart from the other Modernization work in the DSA-approved plans.
- If the request includes funding for the construction of a Minimum Essential Facility (MEF) per Section 1859.78.9.1, or a Transitional Kindergarten classroom(s) per Section 1859.78.9.2, the district must submit a detailed cost estimate that delineates the cost associated with the work for the qualifying facility(s) in the DSA-approved plans apart from the other Modernization work in the DSA-approved plans.

8. Final Charter School Apportionment for Charter School Facilities Rehabilitation pursuant to Section 1859.167.1. For purposes of this apportionment, the following documents must be submitted with this form (as appropriate):

   - P&S for the project that were approved by DSA.
   - If the request includes funding for accessibility and fire code requirement pursuant to Section 1859.167.3(d), the DSA approved list of the minimum accessibility required and a detailed cost estimate for the work in the plans.
   - DSA approval letter for elevator to meet ~~handicapped~~ access compliance, if funding is requested.
   - High performance incentive (HPI) scorecard from DSA.
   - Plan approval letter from the CDE.
   - Construction cost estimate signed by the architect of record or design professional.
   - Determination of financial soundness from the California School Finance Authority (CSFA).
   - Written confirmation from the applicant's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.

9. If the application includes a request for Financial Hardship, the district must comply with the requirements of Section 1859.81.

   - If the application is submitted when there is Insufficient Bond Authority, as defined in Section 1859.2, the district must adopt a school board resolution pursuant to Section 1859.95.1(b).

If the district is requesting New Construction funding after the initial baseline eligibility was approved by the Board and the district's current CBEDS enrollment reporting year is later than the enrollment reporting year used to determine the district's baseline eligibility or adjusted eligibility, the district must complete a new Form SAB 50-01 based on the current year CBEDS enrollment data, and submit it to the OPSC with this form. In addition, if the district's request is fully or partially based on eligibility derived from an Alternative Enrollment Projection, the district must update the Alternative Enrollment Projection to correspond with the CBEDS enrollment data for the current year. A small district with 2,500 or less enrollment as defined in Section 1859.2 will not have its eligibility reduced for a period of three years from the date the district's baseline eligibility was approved by the Board as a result of reduction in projected enrollment.

For a list of the documents that must be submitted in order for the OPSC to deem a funding request for new construction or modernization complete and ready for OPSC processing, consult the SFP handbook and other information located on the OPSC Web site at www.dgs.ca.gov/opsc.

For purposes of completing this form for a Final Charter School Apportionment, a charter school shall be treated as a school district.

SPECIFIC INSTRUCTIONS

The district must assign a Project Tracking Number (PTN) to this project. The same PTN is used by the OPSC, the DSA and the CDE for all project applications submitted to those agencies to track a particular project through the entire state application review process. If the district has already assigned a PTN to this project by prior submittal of the P&S to either the DSA or the CDE for approval, use that PTN for this application submittal. If no PTN has been previously assigned for this project, a PTN may be obtained from the OPSC Web site at www.dgs.ca.gov/opsc "PT Number Generator."

1. Type of Application

Check the appropriate box that indicates the type of School Facility Program (SFP) grant the district is requesting for purposes of new construction, modernization, a separate design and/or site apportionment, site apportionment as an environmental hardship or New Construction (Final Apportionment). If the application is for the modernization of school facilities and includes facilities that are eligible for an additional apportionment pursuant to Section 1859.78.8, include a site diagram with this application that specifies the age of each facility eligible for modernization. The diagram should also indicate the date of its original DSA plan approval and the date the facility received its prior modernization apportionment. If known include the project modernization number on the diagram. If the application is for modernization of a California School for the Deaf or Blind, the CDE shall check the box identified as Modernization of California Schools for the Deaf/Blind. If the request is for a separate design apportionment, the CDE shall check the appropriate box. If the eligibility for this project was established as a result of a health and safety threat pursuant to Section 1859.82.1, or a seismic replacement or seismic rehabilitation for the Most Vulnerable Category 2 Buildings pursuant to Section 1859.82.2, and/or the request is for a conceptual approval for a Facility Hardship application pursuant to Section 1859.82.3(a) or a Seismic Mitigation Program application pursuant to Section 1859.82.3(b), check the appropriate box(es).

If this request is for an addition to an existing site and advance funding for the evaluation and RA costs, check the appropriate box and refer to Section 1859.74.1.

If this request is for an Overcrowding Relief Grant, check the New Construction (Overcrowding Relief Grant) box.

If this request is to convert a Preliminary Apportionment or a Preliminary Charter School Apportionment to a Final Apportionment, check the New Construction Final Apportionment, New Construction Final Charter School Apportionment or the Rehabilitation Final Charter School Apportionment box, as appropriate.

If the district is requesting a separate site and/or design apportionment, complete boxes 2a, 3, 4, the site acquisition data in box 5 (d and e), and boxes 13, 14, 15, 16, and 24 only.

2. Type of Project

a. Select the type of project that best represents this application request and enter the total number of pupils assigned to the project for each grade group. Include pupils to be housed in a new or replacement school authorized by Section 1859.82 (a). The amount entered cannot exceed the district's baseline eligibility determined on Form SAB 50-03 and will be the basis for the amount of the new construction or modernization grants provided for the project.

If this request is for a Final Apportionment, the pupils assigned to the project must be at least 75 percent, but not more than 100 percent, of the pupils that received the Preliminary Apportionment. Refer to Section 1859.147.

For ORG projects, the amount entered cannot exceed the Overcrowding Relief Pupil Eligibility (pursuant to Section 1859.182 and 1859.183) as reflected in the total number of eligible pupils determined by the Form SAB 50-11 or the CDE Overcrowding Relief Grant Eligibility Determination form.

For Charter School Facilities Program Rehabilitation, leave the number of pupils blank.

b. Check the box if the project is eligible for funding for 50 year or older permanent buildings and report, at the option of the district:

- The total number of eligible classrooms or the total eligible square footage building area at the site. Refer to Section 1859.78.6(b)(1)(A) or (b)(2)(A).
- The total number of permanent classrooms or the total permanent square footage building area that is at least 50 years old and not been previously modernized with state funds. Refer to Section 1859.78.6(b)(1)(B) or (b)(2)(B).
- Enter the greater percentage as calculated under Regulation Section 1859.78.6(b)(1)(C) or Regulation Section 1859.78.6(b)(2)(C).
- If this project includes eligible 50 year or older pupil grants, enter the appropriate number assigned to the project for each grade group. The number of pupils entered cannot exceed the cumulative number of 50 year or older permanent buildings pupil grants requested for all modernization funding applications for the site as determined by using the percentage factor above.

c. If this request includes pupil grants generated by an Alternative Enrollment Projection Method, enter the number of pupils by grade level.

d. Check the box if the project is eligible for funding for 75 Years or Older Buildings and report the following, if applicable:

- The total number of eligible classrooms and/or the total eligible square footage building area being demolished. Refer to Section 1859.78.7.1.
- The total number of eligible classrooms and/or the total eligible square footage building area being constructed. Refer to Section 1859.78.7.1.
- Enter the appropriate number assigned to the project for each grade group. The number of pupils entered cannot exceed the cumulative number of pupil grants requested in Section 2a. and determined by using the percentage factor above.

e.~~d.~~ Indicate if this request is for funding of a 6–8 school and/or an Alternative Education School.

f.~~e.~~ Check the applicable box if the district is requesting additional pupil grants assigned to the project that exceed the capacity of the project or if the pupils assigned represent eligibility determined at another grade level and check the appropriate box to indicate under which regulation the district is applying. The pupil capacity of the project may be determined by multiplying the classrooms reported in box 3 by 25 for K–6; 27 for 7–8, 9–12 grades; 13 for non-severe and 9 for severe.

g.~~f.~~ Enter the square footage of the non-toilet area and toilet area contained in the Charter School Facilities Program Rehabilitation project.

h.~~g.~~ Indicate the site scenario that best represents the project request.

i.~~h.~~ For ORG projects, the district must provide the following information in the space provided:

- Name of the eligible school site(s) where portables will be replaced in this project
- Number of portables being replaced at each school site
- Number of site specific eligible pupils being requested for this project for each school site. The total number of site specific eligible pupils assigned to this project must equal the total number of pupils in Section 2a.

3. Number of Classrooms

Enter the:

- Number of classrooms as shown on the plans and specifications (P&S). If there was demolition at the site, report the net increase in the number of classrooms showing in the P&S.
- Master plan site size, as recommended by the California Department of Education.
- Recommended site size, as determined by the California Department of Education.
- Existing Useable Acres already owned at that location (if any).
- Proposed Useable Acres that was/will be purchased as part of the application (if any).

4. Financial Hardship Request

Check the appropriate box(es) if the district is requesting financial hardship assistance because it is unable to meet its matching share requirement.

- If the application includes a request for Financial Hardship, the district must comply with the requirements of Section 1859.81.
- If there is Insufficient Bond Authority for the type of application, check the second box and attach a school board resolution pursuant to Section 1859.95.1(b).

5. New Construction Additional Grant Request

Check the appropriate box(es) if the district requests an augmentation to the new construction grant for "additional" grants for the items listed. Refer to Sections 1859.72 through 1859.76 for eligibility criteria. Enter the:

a. Therapy area in square feet as provided in Section 1859.72.
b. Multilevel classrooms in the P&S pursuant to Section 1859.73.
c. Check the box if the district is requesting project assistance pursuant to Section 1859.73.1. If the district has not submitted a request for new construction baseline eligibility on a district-wide basis, it must submit a current Form SAB 50-01 based on district-wide enrollment data with this form.
d. If the project the district is requesting SFP funding for does not require an RA, refer to Section 1859.74. If a RA is required on a site that is not leased or an addition to an existing site, refer to Section 1859.74.2. If RAs are required on
a leased site or an addition to an existing site, refer to Sections 1859.74.3 or 1859.74.4, respectively. The limitation of 50 percent may be exceeded when

unforeseen circumstances exist, the CDE determines that the site is the best available site, and substantiation that the costs are the minimum required to complete the evaluation and RA.

Enter 50 percent of the actual cost.

1) Enter 50 percent of the appraised value of the site. If the request is made pursuant to Regulation Section 1859.74.5, enter 50 percent of the appraised value.
2) Enter 50 percent of the allowable relocation cost.
3) Enter two percent of the lesser of the actual cost or appraised value of the site (minimum $25,000).
4) Enter 50 percent of the Department of Toxic Substances Control (DTSC) fee for review and approval of the phase one environmental site assessment and preliminary endangerment assessment reports. Refer to Sections 1859.74, 1859.74.1, 1859.74.5, 1859.75, 1859.75.1 and 1859.81.1.

A project that received site acquisition funds under the Lease-Purchase Program (LPP) as a priority two project is not eligible for site acquisition funds under the SFP. A district-owned site acquired with LPP, SFP or Proposition 1A funds is not eligible for funding under Regulation Section 1859.74.5.

e. Enter 50 percent of the amount allowable for hazardous materials/waste removal and/or remediation for the site acquired pursuant to Sections 1859.74.2, 1859.74.3, 1859.74.4, 1859.75.1 or 1859.81.1. If an RA is required, check the box.
f. Enter 50 percent of eligible service-site development, off-site development including pedestrian safety paths and utilities costs allowed pursuant to Section 1859.76. Attach cost estimates of the proposed site development work which shall be supported and justified in the P&S. All cost estimates shall reflect 100 percent of the proposed work.

Check the box if the district is requesting an Additional Grant for General Site Development pursuant to Section 1859.76

g. If the district is requesting an Additional Grant for Energy Efficiency pursuant to Section 1859.71.3, enter the percentage of energy efficiency that exceeds Title 24 requirements as prescribed in Section 1859.71.3(a)(3).
h. Check the box(es) if the district requests and the project qualifies for additional funding for fire code requirements authorized in Section 1859.71.2.
i. If the district is requesting an Additional Grant for High Performance Incentive pursuant to Section 1859.70.4, enter the number of high performance points as prescribed in Section 1859.71.6 or 1859.77.4, as appropriate, subject to Education Code Section 17070.965.

6. Modernization Additional Grant Request

a. Check the box if the district is requesting project assistance allowance pursuant to Section 1859.78.2. If the district has not submitted a request for new construction baseline eligibility on a district-wide basis, it must submit a current Form SAB 50-01 based on district-wide enrollment data with this form.
b. If the district is requesting an Additional Grant for Energy Efficiency pursuant to Section 1859.78.5, enter the percentage of energy efficiency that exceeds Title 24 requirements as prescribed in Section 1859.78.5(a)(3).
c. Check the box if the district requests an additional grant for site development utility cost necessary for the modernization of 50 years or older permanent building(s). Enter 60 percent of the eligible costs allowable pursuant to Section 1859.78.7(a).
d. Check the box if the district requests an additional grant for site development utility cost necessary for the replacement of a 75 Years or Older Building, if not already provided under the provisions pursuant to Section 1859.78.7(a). Enter 60 percent of the eligible costs allowable.
e.~~d.~~ Check the box(es) if the district requests and the project qualifies for additional funding for fire code requirements authorized in Section 1859.78.4.
f.~~e.~~ If the district is requesting an Additional Grant for High Performance Incentive pursuant to Section 1859.70.4, enter the number of high performance points as prescribed in Section 1859.77.4, subject to Education Code Section 17070.965.
g. Check the box if the district is requesting an Additional Grant for a Minimum Essential Facility pursuant to Regulation Section 1859.78.9.1. Check the box for the type of facility being requested (if the facility is a hybrid facility, select 'Hybrid' and indicate the type of facility on the line provided) and indicate the amount of eligible Toilet and Other square footage being built in the project. Check the appropriate box depending on whether the Minimum Essential Facility is permanent or portable construction. Check the box if the district is requesting an additional grant for Site Development pursuant to Regulation Section 1859.78.9.1. At the district's option, the district may request 35 percent of the Minimum Essential Facility supplemental grant or enter 60 percent of the amount calculated pursuant to Regulation Section 1859.78.9.1 (b)(7) or 1859.78.9.1 (c)(7).
h. 1) Check the box if the district is requesting an Additional Grant for Transitional Kindergarten classrooms for the construction of a new transitional kindergarten classroom(s) and/or retrofit of an existing school facility to be a transitional kindergarten classroom(s). Check the appropriate boxes if the district is augmenting the grant with additional supplemental grants respective of the transitional kindergarten classroom project scope. Check the box if the district is requesting an additional grant for Site Development pursuant to Regulation Section 1859.78.9.2. The district may choose to request 35 percent of the Transitional Kindergarten supplemental grant, or enter 60 percent of minimum work amount, pursuant to Regulation Section 1859.78.9.2(c)(4) or 1859.78.9.2(c)(5)(A).
h. 2) The information needed to complete this section is based on the latest California Longitudinal Pupil Achievement Data System (CALPADS) that is available approximately October 15th of each year. Applications filed on or after November 1st must include the current school year enrollment. Report the current year and the three prior years' K–3 enrollment, as appropriate. Enter the CALPADS enrollment at the school site for the current year and the three prior years' K–3 enrollment, as appropriate.

Requests for funding shall include the documents as follows:

- Site map that includes labelling of all facilities and their current use, and identifies all classrooms constructed or previously retrofitted to house kindergarten students.
- Narrative that explains the current classroom and facility usage at the site, what the School District plans to do with the project, and the resulting usage at the completion of the project.

7. Excessive Cost Hardship Request

Check the appropriate box to request an augmentation to the New Construction or Modernization Grants for an excessive cost hardship for the items listed. Refer to Section 1859.83 for eligibility criteria. Requests for excessive cost grants for accessibility requirements are allowed only if required by the Division of the State Architect (DSA). At the district's option, the district may request three percent of the modernization base grant or enter the amount calculated pursuant to Regulation Section 1859.83(f). Attach a copy of the DSA approved list that shows the minimum work necessary for accessibility requirements.

If the request is for the excessive cost grant for a new Alternative Education school pursuant to Section 1859.83(c)(2) and the district wishes to request less than the maximum allowance, please submit a letter along with application indicating the desired amount.

8. Charter School Facilities Program Rehabilitation – Additional Grant and Excessive Cost Hardship Request

Additional Grant Request

a. If the applicant is requesting an Additional Grant for High Performance Incentive pursuant to Section 1859.77.4, enter the number of high performance points as prescribed in Section 1859.77.4.

Excessive Cost Hardship Request

Check the appropriate box to request an augmentation to the Charter School Facilities Program Rehabilitation grants for an excessive cost hardship for the items listed. Refer to Section 1859.167.4 for eligibility criteria.

b. Check the box if the applicant requests and qualifies for an Excessive Cost Hard- ship Grant due to Geographic Location pursuant to Section 1859.167.3(a).
c. Check the box if the applicant requests and qualifies for an Excessive Cost Hard- ship Grant for a small size project pursuant to Section 1859.167.3(b).
d. Check the box if the applicant requests and qualifies for an Excessive Cost Hard- ship Grant due to Urban Location, Security Requirements, and Impacted Site pursuant to Section 1859.167.3(c).
e. Check the box if the applicant requests and qualifies for an Excessive Cost Hard- ship Grant due to accessibility and fire code requirements pursuant to Section 1859.167.3(d). Requests for excessive cost grants for accessibility requirements are allowed only if required by the Division of the State Architect (DSA). At
the applicant's option, the applicant may request three percent of the Charter School Facilities Program Rehabilitation Grant or enter 50 percent of the amount calculated pursuant to Regulation Section 1859.167.3(d)(2). Attach a copy of the DSA approved list that shows the minimum work necessary for accessibility requirements.

9. Project Priority Funding Order

Enter the priority order of this project in relation to other new construction applications submitted by the district on the same date. If applications are not received on the same date, the OPSC will assign a higher district priority to the application received first. Check the box(es) if the project meets the criteria outlined in Section 1859.92(c)(3),(4) and (6), as appropriate. This information is needed for purposes of priority points.

10. Prior Approval Under the LPP

If the project the district is requesting SFP grants for received a Phase P, S, or C approval under the LPP, report the application number of that project, regardless if the project actually received funding or was included on an "unfunded" list. Failure to report this information may delay the processing of the application by the OPSC.

11. Prior Apportionment Under the SFP

If the project received a separate apportionment under the SFP for either site and/ or design, or site environmental hardship, enter the application number of the project. Failure to report this information may delay the processing of the application by the OPSC.

12. Preliminary Apportionment to a Final Apportionment

If this request is to convert a Preliminary Apportionment to a Final Apportionment, enter the application number of the Preliminary Apportionment. Failure to report this information may delay the processing of the application by the OPSC.

13. Alternative Developer Fee

The district must report certain alternative fees collected pursuant to Government Code Section 65995.7, as of the date of application submittal to the OPSC. Refer to Section 1859.77 for details. Districts are advised that the OPSC may perform an audit of the developer fees collected prior to application approval by the Board.

14. Adjustment to New Construction Baseline Eligibility

Pursuant to Section 1859.51 certain adjustments to the district's new construction baseline eligibility must be made each time a district submits Form SAB 50-04, to the OPSC for SFP new construction or modernization grants. These adjustments are made by the OPSC based on information reported by the district on this form.

a. Report all classroom(s) provided after the district submitted its request for determination of its new construction baseline eligibility for the grades shown, or indicate N/A if there are none. Refer to Section 1859.51(i).

In the additional classroom column, indicate the number of additional net classrooms provided if not previously reported.

In the replacement classroom column, indicate the number of classrooms that were included in the determination of the district's new construction eligibility pursuant to Education Code Section 17071.75 but replaced in a locally funded project.

Enter the date the initial construction contract was signed for additional or replacement classrooms.

15. Pending Reorganization Election

Complete only for new construction projects. Indicate if there is a pending reorganization election that will result in a loss of eligibility for this project. If the answer is "yes", the district must complete Form SAB 50-01, Form SAB 50-02 and Form SAB 50-03, to adjust the district's new construction baseline eligibility as a result of the reorganization and submit them with this form.

16. Joint-Use Facility/Leased Property

Check the box if:

a. The facilities to be constructed/modernized as part of this project will be for joint use by other governmental agencies.
b. The new construction or modernization grants will be used for facilities located or to be located on leased property.

17. Project Progress Dates

a. Enter the date(s) the construction contract(s) was awarded for this project(s). If a construction contract has not been executed, enter N/A. (If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)
b. Enter the issue date(s) for the Notice to Proceed for the construction phase of the project, or enter N/A if a Notice to Proceed has not been issued.
c. If a construction contract was awarded prior to January 1, 2012, check the appropriate box to indicate whether or not the district has initiated and enforced a Labor Compliance Program (LCP) approved by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.7 for this project.

18. Prevailing Wage Monitoring and Enforcement Costs

If the construction contract(s) for this project was awarded on January 1, 2012 through June 19, 2014, check the appropriate box to indicate which of the following methods was or is being used to meet the requirement for prevailing wage monitoring and enforcement pursuant to Labor Code Section 1771.3 in effect on

January 1, 2012 through June 19, 2014:

- DIR Public Works administration and enforcement
- A DIR-approved internal LCP
- A collective bargaining agreement that meets the criteria set forth in Labor Code Section 1771.3(b)(3) in effect on January 1, 2012 through June 19, 2014.

19. Construction Delivery Method

Check the box that best represents the construction delivery method that the district has or will use for this project, if known.

20. Career Technical Education Funds Request

Indicate if Career Technical Education (CTE) funds will be requested for classroom(s) included in the plans and specifications for this project pursuant to Section 1859.193. If "Yes", enter the number of CTE classroom(s) shown on the P&S.

21. Overcrowding Relief Grant Narrative

The district must either provide an explanation in the space provided or attach a letter signed by the district representative detailing how this project will relieve overcrowding.

22. Local Funding Adjustment Grant

Enter the following:

a. The district's total assessed valuation, pursuant to Section 1859.70.5(a)(1). The district must provide a letter from the county auditor-controller that certifies the school district's total assessed valuation.

b. The district's gross bonding capacity, rounded to the nearest whole dollar. To calculate this, take the total assessed valuation and multiply that by 1.25% for non-unified school districts or 2.5% for unified school districts, rounded to two decimal places.

c. The district's unduplicated pupil percentage as determined for purposes of the local control funding formula pursuant to Education Code Section 42238.02, rounded to two decimal places.

d. The district's pupil enrollment, pursuant to Section 1859.70.5(a)(3) based on the latest California Basic Educational Data System (CBEDS) that is available approximately October 15 of each year. Applications filed on or after November 1 must include the current school year enrollment.

e. Check Yes or No to indicate whether the project includes the use of a Project Labor Agreement for this application. If the district indicates it intends to have a Project Labor Agreement, but does not yet, it will be audited for compliance and the funding will be adjusted accordingly if it does not have a Project Labor Agreement.

~~22.~~ 23. Architect of Record or Licensed Architect Certification

The architect of record or the licensed architect must complete this section.

~~23.~~ 24. Architect of Record or Design Professional Certification

The architect of record or the appropriate design professional must complete this section.

~~24.~~ 25. Certification

The district representative must complete this section. For additional information regarding district certifications, refer to the SFP handbook located on the OPSC web site at www.dgs.ca.gov/opsc.

STATE OF CALIFORNIA
APPLICATION FOR FUNDING
SCHOOL FACILITY PROGRAM
SAB 50-04 (REV ~~05/20~~ XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

The school district named below applies to the State Allocation Board via the Office of Public School Construction for a grant under the provisions of Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code and the Regulations thereto.

SCHOOL DISTRICT		APPLICATION NUMBER
SCHOOL NAME		PROJECT TRACKING NUMBER
COUNTY	DISTRICT REPRESENTATIVE'S E-MAIL ADDRESS	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)

1. Type of Application—Check Only One

- ☐ New Construction
- ☐ New Construction (Final Apportionment)
- ☐ New Construction (Final Charter School Apportionment)
- ☐ New Construction (Overcrowding Relief Grant)
- ☐ Rehabilitation (Final Charter School Apportionment)
- ☐ Modernization
- ☐ Modernization of California Schools for Deaf/Blind
- ☐ Facility Hardship [Section 1859.82.1]
  - ☐ Conceptual Approval [Section 1859.82.3(a)]
  - ☐ Replacement Site
  - ☐ Replacement School Building(s):
    - Toilets (sq. ft.) _____
    - Other (sq. ft.) _____
  - ☐ Rehabilitation Costs: $ _____
- ☐ Seismic Mitigation [Section 1859.82.2]
  - ☐ Conceptual Approval [Section 1859.82.3(b)]
  - ☐ Replacement Site
  - ☐ Replacement School Building(s):
    - Toilets (sq. ft.) _____
    - Other (sq. ft.) _____
  - ☐ Seismic Rehabilitation Grant: $ _____

Separate Apportionment

- ☐ Site Only—New Construction [Section 1859.81.1]
- ☐ Site Only (District owned)—New Construction [Section 1859.81.2]
- ☐ Site Only—Environmental Hardship [Section 1859.75.1]
- ☐ Design Only—New Construction [Section 1859.81.1]
- ☐ Design Only—New Construction with High Performance
- ☐ Design Only—Modernization
- ☐ Design Only—Modernization with High Performance
- ☐ Design Only—Modernization of California Schools for Deaf/Blind
- ☐ Design Only—Facility Hardship [Section 1859.82.1]
- ☐ Design Only—Seismic Mitigation [Section 1859.82.2]
- ☐ Advance Funding for Evaluation and RA

2. Type of Project

a. ☐ Elementary School
☐ Middle School
☐ High School

Total Pupils Assigned:
K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

b. ☐ 50 Years or Older Building Funding (Modernization Only)
Total Eligible Classrooms/Square Footage: _____
Classroom/Square Footage at Least 50 Years Old: _____
Ratio of 50 Years Old Classrooms/Square Footage: _____ %

From 2a above, how many are 50 Year or Older Pupil Grants?
K–6: _____
7–8: _____ Non-Severe: _____
9–12: _____ Severe: _____

c. Included in 2a above, how many pupils are generated by the Alternative Enrollment Projection? (New Construction Only)
K–6: _____
7–8: _____ Non-Severe: _____
9–12: _____ Severe: _____

d. If the request is to replace 75 Years or Older Facilities (Modernization Only)
Number of existing classrooms being demolished _____
The total square footage of non-classroom space being demolished _____
The number of classrooms being constructed _____
The total square footage of non-classroom space being constructed _____

From 2a above, how many are 75 Years or Older Pupil Grants?
K–6: _____
7–8: _____ Non-Severe: _____
9–12: _____ Severe: _____

~~d.~~e. Is this a 6–8 school? ☐ Yes ☐ No
If you answered yes, how many K–6 pupils reported above are sixth graders? _____

Is this an Alternative Education School? ☐ Yes ☐ No

~~e.~~f. Is this a use of grant request pursuant to Section 1859.77.2? ☐ Yes ☐ No
Is this request pursuant to Section 1859.77.2(c)? ☐ Yes ☐ No
If yes, enter date of successful bond election: _____
Is this a use of grant request pursuant to Section 1859.77.3? ☐ Yes ☐ No
Is this request pursuant to Section 1859.77.3(c)? ☐ Yes ☐ No
If yes, enter date of successful bond election: _____

~~f.~~g. Charter School Facilities Program Rehabilitation Request:
Toilets (sq. ft.) _____
Other (sq. ft.) _____

~~g.~~h. Project to be located on:

- ☐ Leased Site
- ☐ New Site
- ☐ Existing Site with Additional Acreage Acquired
- ☐ Existing Site with No Additional Acreage Acquired

~~h.~~i. ORG Projects Only

NAME OF ELIGIBLE SCHOOL SITE(S)	NUMBER OF PORTABLES BEING REPLACED	NUMBER OF SITE SPECIFIC ELIGIBLE PUPILS BEING REQUESTED
	Total	~~166~~ 130

3. Number of Classrooms: _____
Master Plan Acreage Site Size (Useable): _____
Recommended Site Size (Useable): _____
Existing Acres (Useable): _____
Proposed Acres (Useable): _____

4. Type of Financial Hardship Request
☐ Submittal pending OPSC approval pursuant to Section 1859.81(h)
☐ Submittal with school board resolution, pursuant to Section 1859.95.1 (Insufficient Bond Authority)

5. New Construction Additional Grant Request—New Construction Only
a. Therapy: Toilets (sq. ft.) _____
Other (sq. ft.) _____
b. Multilevel Construction (CRS): _____
c. ☐ Project Assistance
d. Site Acquisition:
(1) 50 percent Actual Cost: $ _____
(2) 50 percent Appraised Value: $ _____
(3) 50 percent Relocation Cost: $ _____
(4) 2 percent (min. $25,000): $ _____
(5) 50 percent DTSC Fee: $ _____
e. 50 percent hazardous waste removal: $ _____
☐ Response Action (RA)
f. Site Development
☐ 50 percent Service-Site: $ _____
☐ 50 percent Off-Site: $ _____
☐ 50 percent Utilities: $ _____
☐ General Site
g. ☐ Energy Efficiency: _____ %
h. ☐ Automatic Fire Detection/Alarm System
☐ Automatic Sprinkler System
i. ☐ High Performance Incentive (Indicate Points): _____

6. Modernization Additional Grant Request
a. ☐ Project Assistance
b. ☐ Energy Efficiency: _____ %
c. ☐ Site Development—60 percent utilities: $ _____
d. ☐ Site Development----75 Years or Older: $ _____
~~d.~~e. ☐ Automatic Fire Detection/Alarm System
~~e.~~ f. ☐ High Performance Incentive (Indicate Points): _____
~~f.~~ g. ☐ Minimum Essential Facility
☐ Multipurpose
☐ Gymnasium
☐ Library
☐ Kitchen
☐ Hybrid: _____
Toilet (sq. ft.): _____
Other (sq. ft.): _____
Construction Type
☐ Permanent
☐ Portable
☐ Site Development pursuant to Section 1859.78.9.1
☐ 35 percent of supplemental grant; or,
☐ 60 percent of minimum work $ _____

h. 1) Transitional Kindergarten Classroom(s)
☐ New Construction
Number of Classroom(s): _____
☐ Automatic Fire Detection/Alarm System
☐ Automatic Sprinkler System
☐ Multilevel Classrooms(s) Construction: _____
☐ Retrofit
Number of Classroom(s) _____
☐ Automatic Fire Detection/Alarm System
☐ 50-year-old utilities
☐ Site Development pursuant to Section 1859.78.9.2
☐ 35 percent of supplemental grant; or,
☐ 60 percent of minimum work $ _____

h. 2) Enrollment Data for Site

Grade	3rd Prev. /	2nd Prev. /	Previous /	Current /
TK				
K				
1				
2				
3				
TOTAL	0	0	0	0

7. Excessive Cost Hardship Request
New Construction Only
☐ Geographic Percent Factor: _____ %
☐ New School Project [Section 1859.83(c)(1)]
☐ New School Project [Section 1859.83(c)(2)]
☐ Small Size Project
☐ Urban/Security/Impacted Site;
If a new site, $ _____ per Useable Acre [Section 1859.83(d)(2)(C)]
Modernization Only
☐ Geographic Percent Factor: _____ %
☐ Small Size Project
☐ Urban/Security/Impacted site
☐ Accessibility/Fire Code
☐ 3 percent of base grant; or,
☐ 60 percent of minimum work $ _____
☐ Number of 2-Stop Elevators: _____
☐ Number of Additional Stops: _____

8. Charter School Facilities Program Rehabilitation Additional Grant and Excessive Cost Hardship Request

Additional Grant Request
a. ☐ High Performance Incentive (Indicate Points): _____

Excessive Cost Hardship Request
b. ☐ Geographic Percent Factor: _____ %
c. ☐ Small Size Project
d. ☐ Urban/Security/Impacted site
e. ☐ Accessibility/Fire Code
☐ 3 percent of base grant; or,
☐ 50 percent of minimum work $ _____
☐ Number of 2-Stop Elevators: _____
☐ Number of Additional Stops: _____

STATE OF CALIFORNIA
APPLICATION FOR FUNDING
SCHOOL FACILITY PROGRAM
SAB 50-04 (REV ~~05/20~~ XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

9. Project Priority Funding Order—New Construction Only

Priority order of this application in relation to other new construction applications submitted by the district at the same time:# _____

Project meets:

☐ Density requirement pursuant to Section 1859.92(c)(3).

☐ Stock plans requirement pursuant to Section 1859.92(c)(4).

☐ Energy efficiency requirement pursuant to Section 1859.92(c)(6).

10. Prior Approval Under the LPP

New Construction: 22/_____

Modernization: 77/_____

11. Prior Apportionment Under the SFP

Site/Design—New Construction: 50/_____

Design—Modernization: 57/_____

12. Preliminary Apportionment to Final Apportionment

Preliminary Apportionment Application Number: #_____

13. Alternative Developer Fee—New Construction Only

Alternative developer fee collected and reportable pursuant to Regulation Section 1859.77: $_____

14. Adjustment to New Construction Baseline Eligibility

a. Classroom(s) provided:

Additional		Replacement	
K–6:	_____	K–6	_____
7–8:	_____	7–8	_____
9–12:	_____	9–12	_____
Non-Severe:	_____	Non-Severe	_____
Severe:	_____	Severe	_____

Construction Contract(s) for the project signed on:

_____ _____

15. Pending Reorganization Election—New Construction Only ☐ Yes ☐ No

16. Joint-Use Facility/Leased Property

a. ☐ Joint-Use Facility

b. ☐ Leased Property

17. Project Progress Dates

a. Construction Contract(s) awarded on: _____
(If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)

b. Notice(s) to Proceed issued on: _____

c. If the Construction Contract(s) was awarded prior to January 1, 2012, have you initiated and enforced an LCP approved by the DIR pursuant to Labor Code Section 1771.7 for this project? ☐ Yes ☐ No

18. Prevailing Wage Monitoring and Enforcement Costs

If the Construction Contract(s) was awarded on January 1, 2012 through June 19, 2014, please indicate which monitoring requirement was or is being used, pursuant to Labor Code Section 1771.3 in effect on January 1, 2012 through June 19, 2014:

☐ DIR Public Works administration and enforcement

☐ DIR approved District LCP

☐ Collective bargaining agreement, pursuant to Labor Code Section 1771.3(b)(3) in effect on January 1, 2012 through June 19, 2014

19. Construction Delivery Method

☐ Design-Bid-Build

☐ Design-Build

☐ Developer Built ☐

Lease Lease-Back

☐ Energy Performance Contract

☐ This project includes or will include piggyback contract(s) as defined in Section 1859.2

☐ Other: _____

20. Career Technical Education Funds Request

Will CTE Funds be requested for classroom(s) included in the plans and specifications for this project? ☐ Yes ☐ No

Number of CTE classroom(s): _____

21. Overcrowding Relief Grant Narrative

_____

_____

_____

_____

22. Local Funding Adjustment Grant

a. Total Assessed Valuation: _____

b. District's gross bonding capacity, (rounded to the nearest whole dollar): _____

c. District's unduplicated pupil percentage, rounded to two decimal places: _____%

d. District's enrollment: _____

e. Does this project include the use of a Project Labor Agreement? ☐ Yes ☐ No

~~22~~. 23. Architect of Record or Licensed Architect Certification

I certify as the architect of record for the project or as a licensed architect that:

- The P&S for this project were submitted to the OPSC by electronic medium (i.e., CD-ROM, zip disk or diskette) or as an alternative, if the request is for a modernization Grant, the P&S were submitted in hard copy to the OPSC.
- Any portion of the P&S requiring review and approval by the Division of the State Architect (DSA) were approved by the DSA on _____ (enter DSA approval date).
- Any portion of the P&S not requiring review and approval by the DSA meets the requirements of the California Code of Regulations, Title 24, including any ~~handicapped~~ access and fire code requirements.
- If the request is for a Modernization or Charter School Facilities Program Rehabilitation Grant, the P&S include the demolition of more classrooms than those to be constructed in the project, the difference is _____ classroom(s). (Indicate N/A if there are none.)
- If the request is for a Modernization or Charter School Facilities Program Rehabilitation Grant, the P&S include the construction of more classrooms than those to be demolished in the project, the difference is _____ classroom(s). (Indicate N/A if there are none.)

ARCHITECT OF RECORD OR LICENSED ARCHITECT (PRINT NAME)

SIGNATURE	DATE

~~23~~. 24. Architect of Record or Design Professional Certification

I certify as the architect of record for the project or the appropriate design professional, that:

- If the request is for a New Construction Grant, not including the ORG, I have developed a cost estimate of the proposed project which indicates that the es-

mated construction cost of the work in the P&S including deferred items (if any) relating to the proposed project, is at least 60 percent of the total grant amount provided by the State and the district's matching share, less site acquisition costs and the High Performance Base Incentive Grant. This cost estimate does not include site acquisition, planning, tests, inspection, or furniture and equipment and is available at the district for review by the OPSC.

- If the request is for a Modernization or Charter School Facilities Program Rehabilitation Grant, I have developed a cost estimate of the proposed project which indicates that the estimated construction cost of the work in the P&S, including deferred items and interim housing (if any) relating to the proposed project, is at least 60 percent of the total grant amount provided by the State and the district's matching share , less the High Performance Base Incentive Grant. This cost estimate does not include planning, tests, inspection or furniture and equipment and is available at the district for review by the OPSC.
- If the request is for a Modernization Grant and includes replacement of a 75 Years or Older Building(s), the cost estimate must delineate the costs associated with the work for the qualifying facility(s) pursuant to Sections 1859.78.7.1. in the DSA-approved plans apart from the other Modernization work in the DSA-approved plans and indicate that the estimated construction cost of the work in the P&S, including deferred items (if any) relating to the proposed project, is at least 60 percent of that portion of the grant amount provided by the State and the district's matching share.
- If the request is for a Modernization Grant and includes a Minimum Essential Facility or new or retrofitted Transitional Kindergarten classroom(s), the cost estimate must delineate the costs associated with the work for the qualifying facility(s) pursuant to Sections 1859.78.9.1, or 1859.78.9.2 in the DSA-approved plans apart from the other Modernization work in the DSA-approved plans and indicate that the estimated construction cost of the work in the P&S, including deferred items and interim housing (if any) relating to the proposed project, is at least 60 percent of that portion of the grant amount provided by the State and the district's matching share.

ARCHITECT OF RECORD OR LICENSED ARCHITECT (PRINT NAME)

SIGNATURE	DATE

~~24.~~ 25. Certification

I certify, as the District Representative, that the information reported on this form, with the exception of items 22 and 23, is true and correct and that:

- I am an authorized representative of the district as authorized by the governing board of the district; and,
- A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., of the Education Code was adopted by the school district's governing board or the designee of the Superintendent of Public Instruction on, _____; and,
- The district has established a "Restricted Maintenance Account" for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Sections 1859.100 through 1859.102); and,
- The district has considered the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and,
- If this funding request is for the modernization of portable classrooms eligible for an additional apportionment pursuant to Education Code Section 17073.15, the district certifies that (check the applicable box below):
  1. The state modernization funds will be used to replace the portable classrooms and permanently remove the displaced portables from the classroom use within six months of the filing of the Notice of Completion for the project; or,
  2. It has provided documentation to the Office of Public School Construction which indicates that modernizing the portable classrooms eligible for an additional apportionment is better use of public resources than the replacement of these facilities.
- Facilities to be rehabilitated under the Charter School Facilities Program previously funded with School Facility Program State funds meet the requirements of Section 1859.163.6; and,
- All contracts entered on or after November 4, 1998 for the service of any architect structural engineer or other design professional for any work under the project have been obtained pursuant to a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4525) of Division 5, of Title 1, of the Government Code; and,
- If this request is for new construction funding, the district has received approval of the site and the plans from the CDE. Plan approval is not required if request is for separate design apportionment; and,
- If this request is for modernization or Charter School Facilities Program Rehabilitation funding, the district has received approval of the plans for the project from the CDE. Plan approval is not required if request is for separate design apportionment; and,
- The district has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,
- This district has or will comply with Education Code Section 17076.11 regarding at least a 3 percent expenditure goal for disabled veteran business enterprises; and,
- The district matching funds required pursuant to Sections 1859.77.1 or 1859.79 has either been expended by the district, deposited in the County School Facility Fund or will be expended by the district prior to the notice of completion for the project; and,
- The district has received the necessary approval of the plans and specifications from the Division of the State Architect unless the request is for a separate site and/or design apportionment; and,
- If the district is requesting site acquisition funds as part of this application, the district has complied with Sections 1859.74 through 1859.75.1 as appropriate; and,
- With the exception of an apportionment made pursuant to Section 1859.75.1, the district understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105); and,
- If the apportionment for this project was made pursuant to Section 1859.75.1, the district understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 12 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105.1); and,
- The district understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (refer to Section 1859.90); and,
- The statements set forth in this application and supporting documents are true and correct to the best of my knowledge and belief; and,
- All school facilities purchased or newly constructed under the project for use by pupils who are individuals with exceptional needs, as defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and

other pupils as appropriate to the needs of both; and,

- This form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict should exist, the language in the OPSC form will prevail; and,
- The district understands that some or all of the State funding for the project must be returned to the State as a result of an audit pursuant to Sections 1859.105, 1859.105.1, 1859.106; and,
- The district has complied with the provisions of Sections 1859.76 and 1859.79.2 and that the portion of the project funded by the State does not contain work specifically prohibited in those Sections; and,
- If the SFP grants will be used for the construction or modernization of school facilities on leased land, the district has entered into a lease agreement for the leased property that meets the requirements of Section 1859.22; and,
- If the application contains a "Use of New Construction Grant" request, the district has adopted a school board resolution and housing plan at a public hearing at a regularly scheduled meeting of the governing board on _____ as specified in Sections 1859.77.2, or 1859.77.3, as appropriate. The district's Approved housing plan is as indicated (check all that apply):
  - ☐ 1. The district will construct or acquire facilities for housing the pupils with funding not otherwise available to the SFP as a district match within five years of project approval by the SAB and the district must identify the source of the funds. [Applicable for Sections 1859.77.2(a) and (b) and 1859.77.3(b)]
  - ☐ 2. The district will utilize higher district loading standards providing the loading standards are within the approved district's teacher contract and do not exceed 33:1 per classroom. [Applicable for Sections 1859.77.2(a) and (b) and 1859.73(a) and (b)]
  - ☐ 3. The pupils requested from a different grade level will be housed in classrooms at an existing school in the district which will have its grade level changed, to the grade level requested, at the completion of the proposed SFP project. [Applicable for Sections 1859.77.2(b) and 1859.77.3(b)].
- If the district requested additional funding for fire code requirements pursuant to Sections 1859.71.2 or 1859.78.4, the district will include the automatic fire detection/alarm system and/or automatic sprinkler system in the project prior to completion of the project; and,
- The district has consulted with the career technical advisory committee established pursuant to Education Code Section 8070 and the need for vocational and career technical facilities is being adequately met in accordance with Education Code Sections 51224, 51225.3(b), and 51228(b), and 52336.1; and,
- If the district is requesting an Additional Grant for Energy Efficiency pursuant to Sections 1859.71.3 or 1859.78.5, the increased costs for the energy efficiency components in the project exceeds the amount of funding otherwise available to the district; and,
- If this application is submitted after January 1, 2004 for modernization funding, the district has considered the potential for the presence of lead-containing materials in the modernization project and will follow all relevant federal, state, and local standards for the management of any identified lead; and,
- The district has initiated and enforced an LCP that has been approved by the DIR, pursuant to Labor Code Section 1771.7, if the project is funded from Propositions 47 or 55 and the Notice to Proceed for the construction phase of the project is issued on or after April 1, 2003 and before January 1, 2012; and,
- The district has contracted with the DIR for prevailing wage monitoring and enforcement pursuant to Labor Code Section 1771.3(a) in effect on January 1, 2012 through June 19, 2014, if the construction contract was awarded on January 1, 2012 through June 19, 2014 and the district has not obtained a waiver for the requirement, pursuant to Labor Code Section 1771.3(b) in effect on January 1, 2012 through June 19, 2014. The district understands that if it fails to meet this requirement, it will be required to repay all state bond funds received including interest; and,
- Beginning with the 2005/2006 fiscal year, the district has complied with Education Code Section 17070.75(e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,
- If this application is submitted pursuant to Section 1859.180, the district certifies that within six months of occupancy of the permanent classrooms, it will remove the replaced portables from the eligible school site and K–12 grade classroom use with the exception of schools described in Education Code Section 17079.30(c); and,
- The district has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools; and,
- If the district is requesting an additional grant for high performance incentive funding, the school district governing board must have a resolution on file that demonstrates support for the high performance incentive grant request and the intent to incorporate high performance features in future facilities projects; and,
- If this application is submitted when there is Insufficient Bond Authority, the district has adopted a school board resolution pursuant to Section 1859.95.1; and,
- The district will comply with all laws pertaining to the construction or modernization of its school building.
- <u>If the district marked the box for 'Yes' in Section 22 e. of this application that it has or will include a project labor agreement, the use of a project labor agreement will be verified as part of the audit required in EC Section 41024. If it is determined that a project labor agreement was not used, the additional Local Share Adjustment Grant funding provided as a result of the points assigned to the project to determine the matching share percentage will be required to be returned, with interest (based on the interest rate earned in Pooled Money Investment Account at the time of fund release) until funds are returned.</u>
- <u>If the district is requesting the modernization supplemental grant for Minimum Essential Facilities pursuant to Section 1859.78.9.1 as part of this application, the district certifies that any classrooms displaced as a result of reconfiguration are replaced in the same plan set, or the district certifies that the classrooms are not being replaced due to a demonstrated lack of need and the district acknowledges that no adjustment to the district's new construction eligibility will be made for the removal of these classrooms; and,</u>
- <u>If this funding request is for the retrofit of kindergarten classrooms, the School District certifies that the classrooms did not meet design requirements for a kindergarten classroom at the time they were built or previously retrofitted to meet kindergarten standards; and,</u>
- <u>If funding for new or retrofitted Transitional Kindergarten classrooms is being requested, the School District certifies that _____ classrooms were constructed or previously altered to meet the requirements for a kindergarten classroom; and,</u>
- <u>With regards to providing Transitional Kindergarten instruction as pursuant to Section 1859.78.9.2, the School District certifies that the School District is currently or will provide Transitional Kindergarten at the project site.</u>

NAME OF DISTRICT REPRESENTATIVE (PRINT)	PHONE NUMBER

STATE OF CALIFORNIA — STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

75 YEARS OR OLDER BUILDING COST ESTIMATE AND COST/BENEFIT ANALYSIS (CBA)
SCHOOL FACILITY PROGRAM
SAB 57-75 (New xx/25)

INSTRUCTIONS

The *75 Years or Older Building Cost Estimate and Cost/Benefit Analysis (CBA)* **(Form SAB 57-75)** is to be used for the purposes of generating and submitting the cost estimate required to determine eligibility of 75 Years or Older Buildings pursuant to School Facility Program (SFP) Regulation Section 1859.78.7.1.

Refer to the most current published edition of the Current Construction Remodeling Costs publication by Sierra West Publishing, F2 unit costs, for data needed to complete this form. Throughout these instructions, all references to "Sierra West" indicate this publication.
All lines in Part I must be broken out to individual items or materials. Do not enter line item requests in a lump sum format. Line item requests in lump sum format may not be eligible.

PART I - Line Item Requests

For each line item request, complete the following:

1. **CSI # -** Enter the Construction Specifications Institute number (CSI #) corresponding to the item or material included in the project as it appears in Sierra West.

2. **Description -** Enter the description corresponding to the item or material as it appears in Sierra West.

3. **Quantity -** Enter the numeric quantity of the item or material used as indicated in the project plans approved by the Division of the State Architect (DSA). For projects that do not require DSA plan approval, enter the quantity as indicated in the supporting documentation submitted with the application.

4. **Unit -** Enter the unit of measure for the specified material or item as it appears in Sierra West.

5. **Cost/Unit** - Enter the total unit cost, or cost per unit, as it is listed in the F2 column in Sierra West. Do not add installation cost as this has been included in the total unit cost amount.

6. **District's Request -** Enter the product of the Quantity (3.) and Cost/Unit (5.) column.

7. **OPSC's Allowance -** Leave blank. This section will be completed by OPSC upon review of the application.

STATE OF CALIFORNIA STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

75 YEARS OR OLDER BUILDING COST ESTIMATE AND COST/BENEFIT ANALYSIS (CBA)
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SAB 57-75 (New xx/25)

8. **School District Comments -** The School District may optionally indicate any relevant plan page numbers or reference information to assist the plan reviewer in the Comments column.

9. **OPSC Review Comments -** Leave blank. This section will be completed by OPSC upon review of the application.

10. **Title 24 Max Requirement -** In lieu of requesting individual line items for Access Compliance, the school district may request a 20 percent allowance to cover the costs of the maximum Access Compliance work required by DSA. This allowance is reflective of the maximum requirements in Title 24, Section 11B-202.4, Exemptions, 8.

PART II - Contractor Burden
For the purposes of Part II of this form, refer to the table below to determine the applicable construction classification to use when referencing the most current published edition of Sierra West.

OPSC Project Type: Modernization Rehabilitation of Historical Structures
Sierra West Construction Classification: Unique Structures

General Conditions - Using the total project cost as reported to DSA and the applicable OPSC project type listed above, enter the percentage as indicated in the General Conditions table in Sierra West (CSI# 01.1000 000).

Calculation Detail:
The multiplier is the percentage allowed based on the total project cost reported to DSA and the chart in the Current Construction Remodeling Costs Publication, in Section 01.1000 000. That percentage is representative of the economies of scale for the overall scope of the project and is then applied to the OPSC Allowance Subtotal to arrive at the **General Conditions** allowance.

Overhead, Profit & Bonds - Using the total project cost as reported to DSA, enter the applicable percentage as indicated in the “Bonds” section in Sierra West (CSI# 01.2000 000).

Calculation Detail:
The multiplier is the percentage allowed based on the project's Construction Subtotal and the chart in the Current Construction Remodeling Costs Publication, Section 01.2000 000. That percentage is representative of the economies of scale of the overall scope of the project

which is then applied to the sum of the OPSC Allowance Subtotal plus the General Conditions allowance, to arrive at the **Overhead, Profit & Bonds** allowance.

Escalation - If the project has not been completed at the time of application submittal, enter the percentage listed for the current year, as indicated in the “Escalation” section of Sierra West (CSI# 01.3000 000).

Calculation Detail:
If the project has not been completed at the time of application submittal, the multiplier is the percentage listed for the current year, as indicated in the “Escalation” section of Sierra West (CSI# 01.3000 000). That percentage is then applied to the sum of the OPSC Allowance subtotal, plus the General Conditions Allowance, and the Overhead Profit & Bond Allowance. If the project is already complete, enter "$0".

Contingencies - Based on OPSC's Allowance Subtotal and based upon CSI# 01.4000 000 Schematic Plans in Sierra West. Sierra West provides an allowance of "0 percent" when funding is based on work with full DSA approved plans.

Calculation Detail:
The multiplier is the percentage based on the Construction Classification and the Stage of Design outlined in the chart in the Current Construction Remodeling Costs Publication, in Section 1.4000 000. That percentage is then applied to the sum of the OPSC Allowance subtotal plus the allowance for General Conditions, Overhead Profit & Bond, and Escalation. Note: Applications with funding based on plans with final DSA approval are ineligible for contingencies.

Part III - Design Costs & Fees

Project Inspection Allowance – 1.00 percent

Calculation Detail: Allowance provided for the services of a DSA certified inspector for the duration of the project. The allowance provided is 1.00 percent, based on Construction Subtotal.

Construction Testing Allowance – 1.00 percent

Calculation Detail: For rehabilitation projects that require specialized testing and inspection of

materials during construction such as soil tests, foundation tests, exploratory borings, and similar testing prior to construction, enter 1 percent. The District must submit written verification of the specialized testing required for the scope of work. For all other projects, enter '0'. The allowance is the applicable percentage multiplied by the Construction Subtotal.

Design Specialist Cost Allowance – Based on the Construction Subtotal in Part II.

Calculation Detail: The allowance for the Design Specialist is calculated using the Design Specialist Cost Allowance sliding scale below Part III. Alternatively, the user may manually enter the cost allowance based on this scale.

CDE Plan Review Fee – 0.07 percent

Calculation Detail: Allowance is for the proportionate amount of fees charged by the California Department of Education, as required by law, for the project. The allowance provided will be 0.0007 multiplied by the OPSC Allowed Construction Subtotal.

DSA Plan Review Fee – DSA Project Fee Calculator

Calculation Detail: Allowance is for the proportionate amount of fees charged by DSA, as required by law, for the project. Based on the product of the OPSC Allowed Construction Subtotal applied to the DSA Project Fee Calculator:
https://www.apps2.dgs.ca.gov/dsa/tracker/FeeCalculator.aspx

Part III- OPSC Approved Total Project Cost is the Sum of Part II and Part III.

Part IV - Cost Benefit Analysis Calculation for the Existing Building

Square Footage of Qualifying 75 Year Old Building - Insert the square footage of the existing building into the applicable cell depending on its type. The categories are either Permanent or Portable and Toilet or Other.

Current Replacement Cost (Per Square Foot) - Enter the value for each category as approved by the State Allocation Board for the current year pursuant to SFP Regulation Section 1859.2.

Total Current Replacement Cost is the product of the qualifying square footage multiplied by the Current Replacement Cost. The sum of each category is the **Total** for the building.

STATE OF CALIFORNIA STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

75 YEARS OR OLDER BUILDING COST ESTIMATE AND COST/BENEFIT ANALYSIS (CBA)
SCHOOL FACILITY PROGRAM
SAB 57-75 (New xx/25)

To determine whether the Cost to Modernize exceeds the Cost to Replace the Building by more than 50 percent, divide the OPSC Approved Total Project Cost from Part III by the Total Replacement Cost. Then multiply by 100 to calculate the percentage.

If the percentage is equal to or greater than 50 percent, the building is eligible.

ATTACHMENT B
ATTACHMENT D

STATE OF CALIFORNIA
75 YEARS OR OLDER BUILDING COST ESTIMATE AND COST/BENEFIT ANALYSIS (CBA)
SCHOOL FACILITY PROGRAM
SAB 57-75 (New XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

School District:	Application Number:
School Name:	DSA Number:
County:	

PART I - Line Item Request

1. CSI # (XX.YYYY ZZZ)	2. Description	3. Quantity	4. Unit	5. Cost/Unit (F2 Level)	6. District's Request	7. OPSC's Allowance	8. School District Comments	9. OPSC Review Comments
				$ -	$ -	$ -		
				$ -	$ -	$ -		
				$ -	$ -	$ -		

ATTACHMENT B
ATTACHMENT D

STATE OF CALIFORNIA
75 YEARS OR OLDER BUILDING COST ESTIMATE AND COST/BENEFIT ANALYSIS (CBA)
SCHOOL FACILITY PROGRAM
SAB 57-75 (New XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

School District:	Application Number:
School Name:	DSA Number:
County:	

PART II - Contractor Burden

1. CSI #	2. Description	Multiplier	Allowance	Calculation Detail
1.100 000	**General Conditions (insert percentage)** Broad categories covered by General Conditions include: • Mobilization, • Non-distributable labor and supervision, • Permits, licenses & fees, • Temporary utilities, structures, and fencing • Material handling equipment, trucks, safety, fuel, scaffolding, • Non-manual labor, benefits, payroll tax, workers compensation insurance • Insurances, comprehensive, builders risk,	0.00%	$ -	The multiplier is the percentage allowed based on the total project cost reported to DSA and the chart in the Current Construction Remodeling Costs Publication, in Section 01.1000 000. That percentage is representative of the economies of scale for the overall scope of the project, and is then applied to the OPSC Allowance Subtotal to arrive at the General Conditions allowance. The following application types should use the corresponding Sierra West allowance category: • **Modernizatio**n (historical structures) – "Unique Structures"
1.200 000	**Overhead, Profit, and Bonds (insert percentage)** Broad categories covered by overhead include: rent, utilities, legal, accounting, estimating, travel, general insurance, taxes, marketing, advertising, computers, etc. and are distinctly not related to the physical construction of the project.	0.00%	$ -	The multiplier is the percentage allowed based on the **project's Construction Subtotal** and the chart in the Current Construction Remodeling Costs Publication, Section 01.2000 000. That percentage is representative of the economies of scale of the overall scope of the project which is then applied to the sum of the OPSC Allowance Subtotal plus the General Conditions allowance, to arrive at the Overhead, Profit and Bonds allowance.
1.300 000	**Escalation (insert current year percentage)** This allowance provides for the general adjustment in construction costs over the duration of an estimating year.	0.00%	$ -	If the project has not been completed at the time of application submittal, the multiplier is the percentage listed for the current year, as indicated in the "Escalation" section of Sierra West (CSI# 01.3000 000). That percentage is then applied to the sum of the OPSC Allowance subtotal, plus the General Conditions Allowance, and the Overhead Profit & Bond Allowance. If the project is already complete, enter "$0".
1.400 000	**Contingencies (insert percentage or "0")** Contingencies are provided for projects when the work in this form is represented in schematic drawings rather than DSA approved plans. Typically this only applies to Cost Benefit Analysis completed for **Modernization for 75 or Older Facilities** replacement applications or requests for Conceptual Approval. **Note:** Sierra West Current Construction Cost publication provides an allowance of "0%" when funding is based on work with full DSA approved plans.	0.00%	$ -	The multiplier is the percentage based on the Construction Classification and the Stage of Design outlined in the chart in the Current Construction Remodeling Costs Publication, in Section 1.4000 000. That percentage is then applied to the sum of the OPSC Allowance subtotal plus the allowance for General Conditions, Overhead Profit & Bond, and Escalation. Note: Applications with funding based on plans with final DSA approval are ineligible for contingencies.
Part II- Construction Subtotal			**$ -**	Sum of Part I and Part II.

PART III- Design Costs & Fees

Design Costs	Multiplier	Allowance	Calculation Detail
Project Inspection Allowance	1.00%	-	Allowance provided for the services of a DSA certified inspector for the duration of the project. The allowance provided is 1.00%, based on Construction Subtotal. Only allowed if project required DSA approval.
Construction Testing Allowance	1.00%	-	For rehabilitation projects that require specialized testing and inspection of materials during construction such as soil tests, foundation tests, exploratory borings, and similar testing prior to construction, enter 1%. The District must submit written verification of the specialized testing required for the scope of work. For all other projects, enter 0%. The allowance is the applicable percentage multiplied by the Construction Subtotal.
Design Specialist Cost Allowance *See Sliding Scale, below.	Sliding Scale	-	Based on Construction Subtotal in Part II, using the Design Specialist Cost Allowance chart below.
CDE Plan Review Fee	0.07%	-	Allowance is for the proportionate amount of fees charged by the California Department of Education, as required by law, for the project. The allowance provided will be 0.0007 multiplied by the OPSC Allowed Construction Subtotal.
DSA Plan Review Fee	DSA Project Fee Calculator		Allowance is for the proportionate amount of fees charged by the DSA, as required by law, for the project. Based on the product of the Construction Subtotal applied to the DSA Project Fee Calculator: https://www.apps2.dgs.ca.gov/dsa/tracker/FeeCalculator.aspx.
Part III- OPSC Approved Total Project Cost:		-	Sum of Part II and Part III

ATTACHMENT B
ATTACHMENT D

STATE OF CALIFORNIA
75 YEARS OR OLDER BUILDING COST ESTIMATE AND COST/BENEFIT ANALYSIS (CBA)
SCHOOL FACILITY PROGRAM
SAB 57-75 (New XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

School District:	Application Number:
School Name:	DSA Number:
County:	

For Reference:

Design Specialist Cost Allowance Sliding Scale	**Multiplier**	**Allowance**
Construction Subtotal (from above):		$ -
First $500,000	12.00%	$ -
next $500,000	11.50%	$ -
next $1 million	11.00%	$ -
next $4 million	10.00%	$ -
next $4 million	9.00%	$ -
Beyond	8.00%	$ -
Design Cost Allowance:		$ -

PART IV- Cost Benefit Analysis Calculation

Existing Building Determination of Qualification

Square Footage of Qualifying 75 Year Old Building		**Current Replacement Cost Pursuant to SFP Regulation Section 1859.2**	**Total Current Replacement Cost**
Permanent Toilet	0.00	$ -	$ -
Permanent Other	0.00	$ -	$ -
Portable Toilet	0.00	$ -	$ -
Portable Other	0.00	$ -	$ -
Total	**0.00**		**$ -**

Total Project Cost to Modernize the Building (from Part III)	$ -
Comparison of Cost to Modernize verses Cost to Current Replacement Cost (Divide Total Current Replacement Cost by Total Project Cost to Modernize)	#DIV/0!
Percentage above Exceeds 50% - If 'Yes', Building qualifies	$ -

***If the cost to repair the building is above 50 percent of the Current Replacement Cost then the building qualifies for Replacement funding. If the cost of repair is below 50 percent, it does not qualify for 75 Year Old replacement grant funding.**

ATTACHMENT B
ATTACHMENT D

STATE OF CALIFORNIA
75 YEARS OR OLDER BUILDING COST ESTIMATE AND COST/BENEFIT ANALYSIS (CBA)
SCHOOL FACILITY PROGRAM
SAB 57-75 (New XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

School District:	Application Number:
School Name:	DSA Number:
County:	

I certify, as the District Representative, that the information reported on this form is true and correct and that:
• I am designated as an authorized District Representative by the governing board of the School District; and,
• under penalty of perjury, under the laws of the State of California, the foregoing statements are true and correct to the best of my knowledge and belief; and,
• this form is an exact duplicate (verbatim) of the form provided by Office of Public School Construction. No variations of this form may be used.

Name of District Representative (Print):	Phone Number:
Signature of District Representative:	Date:

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 19, 2025

PROPOSED EMERGENCY REGULATORY AMENDMENTS FOR THE SCHOOL FACILITY PROGRAM

PURPOSE OF REPORT

To present the State Allocation Board (Board) with recommendations for the adoption of School Facility Program (SFP) regulatory amendments, on an emergency basis, for the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), which was approved by a majority of California's voters on November 5, 2024. These proposed amendments are related to the implementation of funding assistance following a natural disaster for which the Governor has declared a state of emergency.

DESCRIPTION

To implement Proposition 2 provisions, staff is conducting stakeholder meetings to discuss and receive feedback on proposed regulatory amendments resulting from statutory additions and amendments to Education Code (EC). The Office of Public School Construction (OPSC) has conducted multiple stakeholder meetings to discuss Proposition 2 implementation and propose regulatory amendments to the SFP. In part, these stakeholder meetings introduced proposed concepts and regulations for Natural Disaster Assistance.

Based upon staff proposals at these stakeholder meetings and the feedback received, OPSC determined that the proposed regulatory amendments related to this topic are able to move forward for Board consideration after some minor adjustments to the version presented in the most recent stakeholder meeting, which are summarized in the Staff Analysis/Statements component of this item.

This item seeks Board approval of staff's recommendation to adopt the proposed regulatory amendments to the SFP regulations to implement and align with new statutory requirements pursuant to the provisions of Proposition 2. This item also seeks Board approval of staff's recommendation to adopt the new *Application for Natural Disaster Assistance* (Form SAB 195).

AUTHORITY

See Attachment A.

BACKGROUND

The passage of Proposition 2 makes numerous changes to the SFP that are applicable to applications received on or after October 31, 2024. Staff held four stakeholder meetings for the proposed regulatory amendments presented in this item, on February 13, April 10, June 12, and July 24, 2025. This item includes the third set of proposed regulatory amendments for the Board's consideration to

BACKGROUND (cont.)

implement Proposition 2 provisions for applications received on or after October 31, 2024. Additional proposed amendments will be presented at future Board meetings.

Below is an overview of the relevant Proposition 2 statute.

Natural Disaster Assistance
EC Section 17075.20 was added to statute, and is summarized as follows:

- Subdivision (a), notwithstanding any other law, allows the Board to provide assistance for purposes of procuring interim housing, including, but not limited to, the lease or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and County Offices of Education (COE) impacted by a natural disaster for which the Governor has declared a state of emergency. In addition, funds provided shall supplement funding from insurance or any other local, state, or federal government disaster assistance.
- Subdivision (b) qualifies school districts and COEs that are impacted by a natural disaster as described in (a) to have met the requirements set forth in EC Section 17075.10, known as the Facility Hardship Program in SFP Regulation Section 1859.82. Under this program, districts and COEs may receive funding to replace lost or damaged necessary school facilities.
- Subdivision (c) allows school districts and COEs to retain savings from a project that received funds under this section and to use those savings for other high-priority capital outlay purposes consistent with the requirements of EC Section 17070.63(c).
- Subdivision (d)(1) indicates that a grant pursuant to this section will not affect the applicant's eligibility for the SFP, except as specified in subdivision (d)(2).
- Subdivision (d)(2) specifies that portable classrooms purchased pursuant to (a) shall be included in the determination of eligibility for new construction funding, pursuant to EC Section 17071.75. This means that any such portable classrooms must be included in a district's classroom inventory during establishment of new construction eligibility or added to a district's existing inventory via an adjustment to new construction eligibility if already established.
- Subdivision (e) indicates that the Board may provide any other assistance to a school district or COE determined by the Board to be impacted by a natural disaster described in (a).

STAFF ANALYSIS/STATEMENTS

Stakeholder Meetings
At the February 13 stakeholder meeting, staff introduced EC Section 17075.20 and discussed broader components of implementing the statute.

At the April 10 stakeholder meeting, staff responded to stakeholder feedback and continued the discussion of implementation. Staff also presented proposed amendments to the SFP regulations, as well as concepts for a new form and

STAFF ANALYSIS/STATEMENTS (cont.)

checklist with the goal of providing guidance and support to school districts requesting natural disaster assistance. This stakeholder meeting item also discussed the statutory language of EC Section 17075.20(e) and several applications approved by the Board prior to the passage of Proposition 2, which staff provided as examples illustrating that in the future, districts may request accelerated processing and funding of applications under the "any other assistance" provision.

At the June 12 stakeholder meeting, staff continued to respond to stakeholder feedback and presented additional proposed regulatory amendments, a new *Application for Natural Disaster Assistance* (Form SAB 195), and a new checklist. Staff also clarified impacts to New Construction eligibility.

Finally, at the July 24 stakeholder meeting, staff responded to stakeholder feedback, proposed additional regulatory amendments to clarify reporting requirements and build in a mechanism for school districts who qualify for Financial Hardship assistance to request advance design funding, presented two grant agreement templates for Interim Housing and Other Assistance Following a Natural Disaster, and refined the proposed Form SAB 195 and companion checklist to conform to the proposed regulations.

Stakeholder Feedback
Staff appreciates those who attended and those who raised questions or provided feedback. Feedback that was received for each respective stakeholder meeting may be found on Attachment H, alongside the items as previously presented. A summary of stakeholder feedback received since the last stakeholder meeting and staff's response is provided on Attachment I. Collectively, staff's recommendations presented in this item were informed by stakeholder feedback and represent staff's final recommendations for implementation of the natural disaster assistance provisions in Proposition 2.

Proposed SFP Regulations
Below is a summary of the proposed SFP Regulation amendments, which are included as Attachment B:

SFP Regulation Section 1859.2 – Definitions

- The new "Form SAB 195," which means the *Application for Natural Disaster Assistance* (Form SAB 195), is proposed to be incorporated by reference.
- The existing definition for the term "Interim Housing" is amended to mean the rental or lease of classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities; or the lease or purchase of classrooms or ancillary facilities including but not limited to, restrooms, administrative space,
  or minimum essential facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to EC Section 17075.20.

STAFF ANALYSIS/STATEMENTS (cont.)

Non-Substantive Technical and Language Adjustments Since the Last Stakeholder Meeting
Since the most recent stakeholder meeting, a minor amendment was made to the proposed amended definition of Interim Housing to indicate "school administration" rather than "administrative space" when referring to ancillary facilities.

SFP Regulation Section 1859.31 – Gross Classroom Inventory
Amendments to this section include minor technical language adjustments to capitalize defined terms such as "School District," "Classroom," and "Interim Housing," as well as the removal of the phrase "for a modernization project" from subsection (i) to conform to the amended definition of Interim Housing.

SFP Regulation Section 1859.51 – Adjustments to the New Construction Baseline Eligibility
Amendments to this section include minor technical language adjustments to capitalize and conform to defined terms within SFP Regulations.

Additionally, subsections (t)(1), (t)(2), and (u) are proposed to be added, reflecting the following baseline eligibility adjustments:

- Subsection (t)(1) is included to function as a placeholder adjustment, specifically for portable classrooms purchased for purposes of Interim Housing following a natural disaster.
- Subsection (t)(2) is added to function as a reversal of the placeholder adjustment once the school district permanently removes the purchased portable classrooms within eight years of occupancy as Interim Housing.
- Subsection (u) is added to allow an adjustment to a district's New Construction eligibility for any classrooms destroyed or rendered unsafe to occupy due to a natural disaster declared on or after July 3, 2024, that will not be replaced. This subsection also would permit the Board to consider adjustments for classrooms destroyed or rendered unsafe to occupy due to a natural disaster that occurred prior to July 3, 2024, that the district elected not to replace, on a case-by-case basis.

SFP Regulation Section 1859.80 – General
In addition to minor language amendments to conform with defined terms, subsection (d) has been added to specify that school districts shall qualify for hardship assistance provided they qualify for natural disaster assistance pursuant to Sections 1859.84.1 or 1859.84.2.

SFP Regulation Section 1859.81.1 – Separate Apportionment for Site Acquisition and Design Costs
In addition to minor amendments to conform with defined terms, subsection (f) has been added, which permits the Board to apportion an amount not to exceed 25

STAFF ANALYSIS/STATEMENTS (cont.)

percent of the state share of the grant less any school district funds available for the project pursuant to Section 1859.81(a) for applications for other assistance following a natural disaster. This amount shall be offset from the full grant amount the school district would be eligible for pursuant to Section 1859.84.2 when the school district submits an additional Form SAB 195 to request additional funding.

SFP Regulation Section 1859.84 – Natural Disaster Assistance Program
This section provides the circumstances under which a school district may apply for interim housing and any other assistance pursuant to EC Section 17075.20. This section states that the state of emergency must be open at the time of application submittal, further defines what a natural disaster may include for purposes of this section, and indicates that applications received on or after October 31, 2024 are subject to matching share requirements in accordance with Sections 1859.77.1 or 1859.79, as applicable.

Non-Substantive Technical and Language Adjustments Since the Last Stakeholder Meeting
Since the most recent stakeholder meeting, a minor amendment was made to clarify that natural disaster assistance applications are subject to matching share requirements applicable to SFP New Construction or Modernization projects, as applicable.

SFP Regulation Section 1859.84.1 – Interim Housing Assistance Following a Natural Disaster
This section provides the eligibility criteria and process for a school district to request interim housing assistance following a natural disaster, as follows:

- Introductory text for this Section specifies that interim housing assistance is subject to the availability of New Construction bond authority and shall supplement insurance, local, state, and federal disaster funding. Additionally, introductory text specifies that eligibility to request interim housing assistance is contingent upon facilities lost or damaged by a natural disaster for which the Governor declared a state of emergency, and the state of emergency must be “open” on the date the district submits the Form SAB 195.
- Subsection (a) requires a school district to submit a Form SAB 195 signed by an Authorized District Representative to request funding for interim housing.
- Subsection (b) indicates that the school district must submit specified documentation to demonstrate that interim housing assistance will supplement funding from insurance or any other government disaster assistance. Specifically, subsection (b) requires districts to provide documentation demonstrating that the costs associated with interim housing have not been covered by insurance proceeds or any other local, state or federal government disaster assistance, if the district will not receive insurance proceeds or other government disaster assistance for interim housing. If the school district expects to receive future insurance proceeds or

STAFF ANALYSIS/STATEMENTS (cont.)

other government disaster assistance attributable to the costs of interim housing, the district must provide: 1) an estimate of expected insurance proceeds or any other government disaster assistance for interim housing expenses; 2) a narrative statement indicating the necessity for interim housing assistance prior to receipt of insurance proceeds or any other government disaster assistance for this purpose; and 3) acknowledgement of the reporting requirement and potential future adjustment to any apportionment, pursuant to subsection (c).

- Subsection (c) indicates that any apportionment provided in accordance with this section shall be adjusted for funding received from insurance proceeds or government disaster assistance for interim housing. The apportionment shall be reduced by 50 percent of the funding received from insurance proceeds and/or government disaster assistance for interim housing, or a commensurate amount adjusted for the district matching share pursuant to Section 1859.77.1. This subsection also requires school districts to report insurance proceeds and/or government disaster assistance collected to OPSC by means of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.
- Subsection (d) specifies that apportionments provided pursuant to this section are subject to the fund release and priority funding requirements in Sections 1859.90 or 1859.90.2.
- Subsection (e) states that a Grant Agreement pursuant to Section 1859.90.4 is required as a condition of receiving interim housing funding.
- Subsection (f) states that the school district is subject to the program reporting and audit requirements of Sections 1859.104 and 1859.105.

Modifications Since the Last Stakeholder Meeting

- Since the most recent stakeholder meeting, staff removed previously presented subdivision (c), which indicated that Interim Housing assistance may not be requested in place of an Approved Application pursuant to Section 1859.70 or 1859.82.1.
- Since the most recent stakeholder meeting, staff modified the point in time when the reporting requirement begins. In the most recent stakeholder meeting, the proposed regulations indicated districts receiving an apportionment under this Section must report receipt of any insurance proceeds and/or government disaster assistance collected after the apportionment in the form of an annual narrative from the date of the apportionment until all claims for insurance proceeds and requests for government disaster assistance are closed. Subsequently, staff determined the reporting requirement should apply to receipt of any insurance proceeds and/or government disaster assistance collected from the date the district submitted the application to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed, to better

STAFF ANALYSIS/STATEMENTS (cont.)

ensure that apportionments provided for this purpose supplement funding from insurance proceeds and other government disaster assistance.
- Additionally, staff made non-substantive, clarifying language amendments to this section.

SFP Regulation Section 1859.84.2. – Other Assistance Following a Natural Disaster
This section provides the eligibility criteria and process for a school district to request other assistance following a natural disaster, as follows:

- Introductory text specifies that funding provided by this Section is subject to the availability of New Construction or Modernization bond authority, as applicable to the scope of work in the request, and shall supplement insurance, local, state, and federal disaster funding. Additionally, introductory text specifies that eligibility for this funding is at the Board's discretion if the district is determined to be impacted by a natural disaster for which the Governor declared a state of emergency, and the state of emergency was "open" on the date the district submitted the Form SAB 195.
- Subsection (a) indicates that in determining whether to provide other assistance following a natural disaster, the Board may consider any previous SFP Approved Applications that received an apportionment for the impacted site as it relates to the natural disaster, and all information required on the Form SAB 195.
- Subsection (b) requires a school district to submit a Form SAB 195 signed by an Authorized District Representative to request other assistance funding following a natural disaster.
- Subsection (c) indicates that the school district must submit specified documentation to demonstrate that any funding provided by this Section will supplement funding from insurance or any other government disaster assistance. Specifically, subsection (c) requires districts to provide documentation demonstrating that the costs associated with the scope of work in the Form SAB 195 have not been covered by insurance proceeds or any other local, state or federal government disaster assistance, if the district will not receive insurance proceeds or other government disaster assistance for this purpose. If the school district expects to receive future insurance proceeds or other government disaster assistance attributable to the costs associated with the scope of work in the Form SAB 195, the district must provide: 1) an estimate of expected insurance proceeds or any other government disaster assistance for this purpose; 2) a narrative statement indicating the necessity for other assistance following a natural disaster prior to receipt of insurance proceeds or other government assistance for this purpose; and 3) acknowledgement of the reporting requirement and potential future adjustment to any apportionment, pursuant to subsection (f).
- Subsection (d) specifies that the district's New Construction baseline eligibility will be adjusted for any net increase in classroom capacity in the project, pursuant to Section 1859.51.

STAFF ANALYSIS/STATEMENTS (cont.)

- Subsection (e) indicates that the baseline eligibility for Modernization as provided in Section 1859.60 shall be adjusted for any funding received, and the age of the applicable classroom(s) and square footage in the project shall be reset to the date of the apportionment for the project.
- Subsection (f) specifies that an apportionment provided pursuant to this Section will be adjusted for funds received from insurance proceeds or government disaster assistance for the same purpose or scope of work funded by the apportionment, as follows:
    - Reduced by 50 percent of the funding received from insurance or government disaster assistance, or a commensurate amount adjusted for the New Construction district matching share pursuant to Section 1859.77.1, or
    - Reduced by 60 percent of the funding received from insurance or government disaster assistance, or a commensurate amount adjusted for the Modernization district matching share pursuant to Section 1859.79.
- Subsection (g) states that any insurance proceeds and/or government disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.
- Subsection (h) specifies that apportionments provided pursuant to this section are subject to the fund release and priority funding requirements in Sections 1859.90 or 1859.90.2.
- Subsection (i) states that a Grant Agreement pursuant to Section 1859.90.4 is required as a condition of receiving funding pursuant to this Section.
- Subsection (j) indicates that the school district is subject to the program reporting and audit requirements of Sections 1859.104 and 1859.105.

Modifications Since the Last Stakeholder Meeting

Since the most recent stakeholder meeting, staff modified the point in time when the reporting requirement begins. In the most recent stakeholder meeting, the proposed regulations indicated districts receiving an apportionment under this Section must report receipt of any insurance proceeds and/or government disaster assistance collected after the apportionment in the form of an annual narrative from the date of the apportionment until all claims for insurance proceeds and requests for government disaster assistance are closed. Subsequently, staff determined the reporting requirement should apply to receipt of any insurance proceeds and/or government disaster assistance collected from the date the district submitted the application to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed, to better ensure that apportionments provided for this purpose supplement funding from insurance proceeds and other government disaster assistance. Additionally, staff made non-substantive, clarifying language amendments to this section.

STAFF ANALYSIS/STATEMENTS (cont.)

SFP Regulation Section 1859.90 – Fund Release Process
In addition to minor technical amendments to conform with defined terms within the SFP regulations, subsections (a) and (d) reference timelines and requirements for fund release of apportionments made pursuant to the proposed Section 1859.81.1(f).

SFP Regulation Section 1859.93 – Modernization Project Funding Order
This section is proposed to be amended to incorporate reference to the funding order of applications requesting funding pursuant to Section 1859.84.2.

- Subsection (b) includes reference to applications for other assistance following a natural disaster pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195.
- Subsection (c), formerly (b), adds a reference to the new subsection (b).

SFP Regulation Section 1859.93.1 – New Construction Project Funding Order
This section is proposed to be amended to incorporate references to the funding order of applications requesting funding pursuant to Sections 1859.84.1 and 1859.84.2.

- Subsection (a) is amended to give priority to applications pursuant to Section 1859.84.1, in order of receipt of a Form SAB 195.
- Subsection (b) is amended to give second priority to applications for Facility Hardship pursuant to Sections 1859.82.1(b) and 1859.82.2(b) in order of receipt of an approved application for funding.
- Subsection (c) is amended to give third priority to applications pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195.
- Subsection (d), formerly (b), has a conforming amendment to add reference to subsection (c).
- The remaining subsections are renumbered as a result of the new additions.

SFP Regulation Section 1859.104 – Program Reporting Requirements
In addition to minor technical amendments to conform language with defined terms within the SFP regulations, the following additions are included within the proposed regulations:

- Subsection (a)(1)(C) is added to specify that notwithstanding subsection (a)(1)(B), a project shall be deemed complete eight years from the date of the final fund release for projects receiving funding pursuant to Section 1859.84.1 or Section 1859.84.2. Existing regulations require annual submittal of expenditure reports using the Form SAB 50-06 following the release of funds.
- Subsection (h) has been added, indicating that if an apportionment was made under Section 1859.84.1, the school district must provide a certification that:
    - (h)(1) - Upon either project completion or no later than 60 months from the date the lease was signed for purposes of interim housing, leased

STAFF ANALYSIS/STATEMENTS (cont.)

portable classrooms have either been removed or remain in use within the school district. For leased portable classrooms that have a qualifying project and receive an extension by the Board pursuant to Section 1859.51(i)(5), the school district shall provide an additional certification no later than three years from the approval date of the extension.

- (h)(2) - Upon either project completion or no later than 96 months from the date of the apportionment, purchased portable classrooms for interim housing have either been removed or remain in use within the school district.

SFP Regulation Section 1859.106 – Program Accountability Expenditure Audit
In addition to minor technical amendments to conform language with defined terms within the SFP regulations, the following amendments are proposed:

- Subsection (c) states that an adjustment will be made to the SFP grant for insurance proceeds or other government disaster assistance collected by the school district for any project that received funding pursuant to Sections 1859.84.1(c), or 1859.84.2(f).
- References to Sections 1859.84, 1859.84.1, and 1859.84.2 were added to specify that if an audit finding determines that some or all school district expenditures were not made in accordance with these provisions for projects following a natural disaster, OPSC shall recommend to the Board that the apportionment be adjusted based on the audit findings.
- A paragraph is added to specify that for any project that received funding pursuant to Sections 1859.84.1 or 1859.84.2, the school district must report to OPSC the receipt of any insurance or other government disaster assistance proceeds received after the completion of the expenditure audit within 60 days.

Modifications Since the Last Stakeholder Meeting
Since the most recent stakeholder meeting, staff added a 60-day timeframe associated with the requirement for the district to report to OPSC the receipt of any insurance proceeds or government disaster assistance received after the completion of the expenditure audit. Additionally, staff made non-substantive, clarifying language amendments to this section.

Proposed Form SAB 195
The proposed Form SAB 195 on Attachment C functions as a means for a school district to apply for funding for either interim housing or other assistance following a natural disaster, pursuant to EC Section 17075.20. This form incorporates all of the proposed regulatory requirements and provides sections wherein a district may provide a narrative for each respective interim housing or other assistance request.

STAFF ANALYSIS/STATEMENTS (cont.)

Modifications Since the Last Stakeholder Meeting

- Section 1 of the instructions and the Form were amended to add a subsection for applicants to specify the type of request, and to add subsection numbering for purposes of clarity, organization, and ease of reference for applicants.
- Sections 1e. and 1f. of the instructions were amended to add the terms “portable classrooms” and “ancillary facilities.”
- Section 3 of the instructions was amended to remove an erroneous reference to check boxes and to broaden the header to “Prior SFP Approval(s)” rather than “Prior SFP Apportionments” to be inclusive of unfunded approvals.
- Section 8 of the instructions was amended to add California Department of Education and Division of the State Architect plan approvals, as applicable, to the documentation required as part of a request for interim housing assistance.
- Section 10 Certifications were updated to align with the latest corresponding regulations.
- Various additional changes were made to align the Form with the proposed regulations and clarify the Form instructions.

Proposed Checklist

The proposed checklist on Attachment D is an optional document that functions as a tool for school districts to use when applying for natural disaster assistance. Its purpose is to guide applicants through the process and documentation required to apply for either type of Natural Disaster Assistance.

Modifications Since the Last Stakeholder Meeting

- References to the subsections in Section 1 of the Form SAB 195 were added for clarity.
- A section was added for districts to indicate whether they have applied for any other government disaster assistance and to indicate the estimated amount they may receive that is attributable to the same purpose or scope of work in the request.
- Under the Other Assistance Following a Natural Disaster Requests component of the checklist, additional checkboxes have been added under Section 1 that delineate when a “New” application or “Amended” application should be selected, relative to the type of request.
- Section 7 was amended to clarify that if the school district is requesting a separate design apportionment under Section 1g of the Form SAB 195 and has selected “New application under Section 1a, this section can be left blank.
- Various additional changes were made to align the checklist with the proposed regulations and the proposed Form SAB 195.

Proposed Grant Agreements – Interim Housing and Other Assistance Following a Natural Disaster

A proposed Grant Agreement for interim housing assistance following a natural disaster may be found on Attachment E, and a proposed Grant Agreement for other assistance following a natural disaster may be found on Attachment F. New grant

STAFF ANALYSIS/STATEMENTS (cont.)

agreements are needed expeditiously if the Board approves one or both of the two Natural Disaster Assistance projects requesting approval at the August 19, 2025 Board meeting.

These proposed grant agreements are streamlined and briefer than the existing grant agreements for other SFP projects, and are intended to outline the scope of the project alongside annual reporting requirements.

Modifications Since the Last Stakeholder Meeting

- The proposed grant agreements were amended for purposes of specificity in describing the project scope of work and aligning with requested information on the Form SAB 195.
- Outdated certifications were removed.
- On page 2 of each of the proposed grant agreements, the phrase "The Grantee shall not make any changes to the scope of work without the prior written approval of the OPSC" has been amended to indicate "…without the prior written approval of the State Allocation Board" for consistency with existing grant agreements for SFP projects.

Proposed *Fund Release Authorization* (Form SAB 50-05)
Staff proposes to amend the Form SAB 50-05 to include applications for Natural Disaster Assistance to request a fund release.

This amendment includes the addition of instructions and entry boxes for Natural Disaster Assistance Projects under Part X of the Form SAB 50-05. This amendment shifts previous sections Parts X and XI to be re-numbered to Parts XI and XII.

For purposes of clarification, the Form SAB 50-05 is not required for purposes of Fund Release for advance design applicants, who only need to submit a signed grant agreement for purposes of fund release. This is similar to the process for SFP Modernization and New Construction design applicants.

Modifications Since the Last Stakeholder Meeting
The body of the Form SAB 50-05 is amended to remove a previously presented certification that requests the district certify that it currently has financial hardship status under the provisions of Section 1859.81. This certification is not necessary for purposes of a fund release, and would have been determined prior to approval by the Board.

Five-Year School Facilities Master Plans
Proposition 2 requires that, as a condition of participating in the SFP, school districts must submit to OPSC a five-year school facilities master plan, or an updated five-year school facilities master plan, approved by the governing board of the school district.

STAFF ANALYSIS/STATEMENTS (cont.)

At the December 3, 2024 meeting, the Board adopted timelines and policies related to the five-year school facilities master plan. The adopted policies at the December 3, 2024 meeting did not include timelines associated with funding for Natural Disaster Assistance projects.

OPSC recommends that the Board consider establishing expectations around timelines for school districts to submit the required five-year school facilities master plan so that school districts have a clear understanding of how to fulfill the new statutory requirement while minimizing impact to timelines for current and upcoming Natural Disaster Assistance projects. OPSC recommends that the timelines consider the unique and expedited nature of the Natural Disaster Assistance Program applications requesting funding to procure interim housing and other assistance following a natural disaster. Specifically, OPSC recommends that the Board adopt the following timelines and policies for Natural Disaster Assistance Program Applications:

- Under the proposed SFP regulations, Natural Disaster Assistance Program applications receive higher priority for processing and presentation to the Board than most New Construction and Modernization applications, pursuant to the proposed project funding order in Sections 1859.93 and 1859.93.1. Natural Disaster Assistance Program applications submitted on or after October 31, 2024 are subject to the Proposition 2 requirement to submit a five-year school facilities master plan. Accordingly, to allow submittal, processing, and approval of these applications without delay, submittal of the master plan would be required by the time of submittal of the 100 percent complete *Expenditure Report* (Form SAB 50-06).
- Applications submitted on or after December 4, 2024 would be required to include a governing board resolution acknowledging the requirement to submit the master plan by the previously mentioned deadline. The governing board resolution must also acknowledge the project may be rescinded for failure to submit a master plan with the required components. OPSC will provide applicants who submit an application without the resolution a corrective “24-hour letter” to request submittal of the resolution to OPSC within 24 hours or the application will be returned to the applicant.

RECOMMENDATIONS

1. Adopt the proposed amendments to the SFP Regulations as shown on Attachment B.

2. Adopt the proposed Form SAB 195 as shown on Attachment C.

RECOMMENDATIONS (cont.)

3. Adopt the proposed Grant Agreements on Attachments E and F.

4. Adopt the proposed amendments to the Form SAB 50-05 on Attachment G.

5. Authorize the Executive Officer to file the proposed regulatory amendments with the Office of Administrative Law on an emergency basis and make the regulations permanent.

6. Adopt the policy for the five-year school facilities master plan requirement for Natural Disaster Assistance Program applications for applications received on or after December 4, 2024.

ATTACHMENT A

AUTHORITY

Education Code (EC) Section 17070.35 – General Provisions

(a) In addition to all other powers and duties as are granted to the board by this chapter, other statutes, or the California Constitution, the board shall do all of the following:

(1) Adopt rules and regulations, pursuant to the rulemaking provisions of the Administrative Procedure Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, for the administration of this chapter. However, the board shall have no authority to set the level of the fees of any architect, structural engineer, or other design professional on any project. The initial regulations adopted pursuant to this chapter shall be adopted as emergency regulations, and the circumstances related to the initial adoption are hereby deemed to constitute an emergency for this purpose. The initial regulations adopted pursuant to this chapter shall be adopted by November 4, 1998. If the initial regulations are not adopted by that date, the board shall report to the Legislature by that date, explaining the reasons for the delay.

(2) Establish and publish any procedures and policies in connection with the administration of this chapter as it deems necessary.

(3) Determine the eligibility of school districts to receive apportionments under this chapter.

(4) Apportion funds to eligible school districts under this chapter.

(b) The board shall review and amend its regulations as necessary to adjust its administration of this chapter to conform with the act that amended this section to add this subdivision. Regulations adopted pursuant to this subdivision shall be adopted by November 5, 2002, and shall be adopted as emergency regulations in accordance with the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). The adoption of any emergency regulation pursuant to this subdivision filed with the Office of Administrative Law shall be deemed to be an emergency and necessary for the immediate preservation of the public peace, health and safety, or general welfare. Notwithstanding subdivision (e) of Section 11346.1 of the Government Code, any emergency regulation adopted pursuant to this section shall remain in effect for no more than 365 days unless the board has complied with Sections 11346.2 to 11348, inclusive, of the Government Code.

EC Section 17075.20 – Hardship Application

(a) Notwithstanding any other law, the board may provide assistance under this chapter for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and county offices of education impacted by a natural disaster for which the Governor has declared a state of

emergency. The allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance.
(b) For purposes of this section, and notwithstanding any other section of this chapter, school districts and county offices of education determined by the board to be impacted by a natural disaster as described in subdivision (a) are deemed to meet the requirements set forth in Section 17075.10.
(c) Notwithstanding any other law, a school district or county office of education that receives assistance under this section shall be entitled to retain savings from a project and use those savings for other high-priority capital outlay purposes consistent with the requirements of subdivision (c) of Section 17070.63.
(d) (1) A grant provided pursuant to this section shall not affect the applicant's eligibility for any other program under this chapter.
(2) Notwithstanding paragraph (1), a portable classroom purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75.
(e) The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster as described in subdivision (a).

Section 1859.2. Definitions.

…

"Form SAB 195" means the *Application for Natural Disaster Assistance* (Form SAB 195) (New xx/25), which is incorporated by reference.

…

"Interim Housing" means the rental or lease of ~~c~~Classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities~~.~~; or the lease or purchase of Classrooms or ancillary facilities including but not limited to, restrooms, school administration, or Minimum Essential Facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

…

Note: Authority cited: Sections 17075.20, 17070.35 and 17078.64, Education Code.

Section 1859.31. Gross Classroom Inventory.

The School ~~d~~District shall prepare a gross inventory consisting of all ~~c~~Classrooms owned or leased in the School ~~d~~District, the HSAA or Super HSAA as appropriate. For the purpose of this gross ~~c~~Classroom inventory, the following shall be considered a ~~c~~Classroom. Any ~~c~~Classroom:

(a) for which a contract was signed for the construction or acquisition of facilities or for which construction work has commenced at the time the SFP application for determination of eligibility is submitted to the OPSC;

(b) constructed with funds from the LPP;

(c) used for Special Day Class or Resource Specialist Programs;

(d) that are standard classrooms, shops, science laboratories, computer laboratories, or computer ~~c~~Classrooms;

(e) acquired or created for Class Size Reduction purposes;

(f) used for preschool programs;

(g) converted to any non-classroom purpose including use by others;

(h) with Housing and Community Development or Department of Housing insignia;

(i) acquired for ~~i~~Interim ~~h~~Housing ~~for a modernization project~~;

(j) leased or purchased under the State Relocatable Program pursuant to Chapter 14 of Part 10 of the Education Code;

(k) that have a waiver for continued use by the Board for Field Act exemptions;

(l) used for Community School purposes;

(m) included in a closed school.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17071.25, 17071.30, and 17075.20, Education Code.

Section 1859.51. Adjustments to the New Construction Baseline Eligibility.

The baseline eligibility for new construction determined on the Form SAB 50-03 will be adjusted as follows:

(a) Reduced by the number of pupils provided grants in a new construction SFP project and by the number of pupils that received a Preliminary Apportionment pursuant to

Section 1859.140 or a Preliminary Charter School Apportionment pursuant to Section 1859.162.2.
(b) Reduced by the number of pupils housed, based on the loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in a new construction LPP project funded under the provisions of the LPP pursuant to Sections 1859.12 or 1859.13.
(c) Reduced by the number of pupils housed in additional classrooms constructed or purchased based on the loading standards, pursuant to Education Code Section 17071.25(a)(2)(A), in a modernization SFP project.
(d) Adjusted as a result of the audit findings made pursuant to Sections 1859.90, 1859.90.3 and 1859.105.
(e) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years for all districts using a fifth-year projection or a tenth-year projection, except decreases as provided in (j) below.
For all funding requests received by OPSC on or after June 6, 2017, OPSC will notify the School District in writing that OPSC is scheduled to begin processing the School District's Form SAB 50-04 and that the School District shall submit the Form SAB 50-01 based on ~~s~~School ~~d~~District enrollment data, as shown in the table below:

OPSC Received Date of Form SAB 50-01	Enrollment Reporting Year
July 1 through October 31	Submit Prior Fiscal Year Enrollment Data
November 1 through June 30	Submit Current Fiscal Year Enrollment Data

OPSC may return the Form SAB 50-04 to the School District for failure to submit the Form SAB 50-01 within 90 calendar days of OPSC's notification.
(f) Adjusted as a result of errors or omissions by the School ~~d~~District or by the OPSC.
(g) Adjusted as a result of amendments to these Regulations that affect the eligibility.
(h) Increased by the number of pupils eligible for grants pursuant to Section 1859.82.1(b)(4)(A) or 1859.82.2(b)(4)(A).
(i) Reduced by the number of pupils housed, based on loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any Classroom Provided after the baseline eligibility was determined by the Board with the exception of those pupils housed or to be housed in a classroom:
(1) That is a trailer and transportable/towed on its own wheels and axles.
(2) Of less than 700 interior square feet.
(3) That is a portable ~~c~~Classroom, leased pursuant to Chapter 14 (commencing with Section 17085) of the Education Code.
(4) That is a portable ~~c~~Classroom leased for a period of less than five years, whether in a single lease or cumulative total of several leases.
(5) That is a portable ~~c~~Classroom that needs to be leased beyond five years to provide ~~i~~Interim ~~h~~Housing ~~in a modernization or new construction project~~ provided the cumulative lease term does not exceed a specified time period as determined by the Board not to exceed three years on each qualifying project. For this purpose, a project means all work contained in a single set of construction plans.
(6) Where the contract for the lease, lease-purchase, purchase, or construction of the ~~c~~Classroom was made prior to January 1, 2000.

(7) That is included in a SFP project where the School ~~d~~District has funded a portion of the project beyond its required district contribution and the pupil capacity of the ~~c~~Classroom does not exceed 150 percent of the number of pupils receiving a new construction grant (rounded up) for the SFP project.
(8) That was acquired with joint-use funds specifically available for that purpose.
(9) That was acquired with career technical education funds specifically available pursuant to Education Code Section 17078.72.
(10) That was built or acquired exclusively for regional occupational centers, regional occupational programs, child care, preschool and/or Adult Education Programs, and with funds specifically available for those purposes.
(11) That replaces a ~~c~~Classroom, previously included in the determination of the School ~~d~~District's new construction eligibility pursuant to Education Code Section 17071.75, in a project funded by the School ~~d~~District without participation from the State and the School ~~d~~District permanently removes the replaced facility from classroom use immediately after the replacement classroom is occupied.
(12) That was constructed with Overcrowding Relief Grant funds specifically available for that purpose.
(j) For Small School Districts:
(1) Decreased by any reduction in projected enrollment that follows a five-year period after the district's eligibility was approved by the Board, and either (A) or (B), as applicable:
(A) Increased/decreased by changes in projected enrollment in the 2016/2017 enrollment year using a fifth-year projection or a tenth-year projection if the Form SAB 50-01 was received at OPSC by October 31, 2017.
(B) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years following 2016/2017 using a fifth-year projection or a tenth-year projection.
(2) If the Small School District does not submit an adjustment under (A) or (B) prior to OPSC notification of its schedule to begin processing the School District's request for new construction funding that was received by OPSC on or after November 1, 2012, then the requirements of (e) shall apply.
(k) Adjusted for any change in classroom inventory as a result of a reorganization election.
(l) For classroom loading standards adopted by the Board for non-severely disabled individuals with exceptional needs and severely disabled individuals with exceptional needs.
(m) As directed by the Board due to a finding of a Material Inaccuracy pursuant to Regulation Section 1859.104.1.
(n) Increased by the number of pupils that received a Preliminary Apportionment that was rescinded pursuant to Section 1859.148 or a Preliminary Charter School Apportionment that was rescinded pursuant to Section 1859.166.
(o) Adjusted for operational grant changes as determined/provided by the California Department of Education.
(p) For a HSAA School ~~d~~District with Preliminary Apportionments within the 2002 or 2004 Critically Overcrowded School Facilities Account as follows:

(1) Decreased by the number of pupils that received a Preliminary Apportionment, distributed proportionately among HSAAs in which the pupils used to justify the conversion of the Preliminary Apportionment were enrolled but did not reside.
(2) In the subsequent enrollment reporting year after verification of Occupancy of a project, increased by the number of pupils equal to the reduction due to Section 1859.51(p)(1), for the project which was occupied.
(3) Increased by the number of pupils equal to the reduction due to Section 1859.51(p)(1), for a Preliminary Apportionment rescinded pursuant to the provisions of Section 1859.148.
(q) Adjusted by the difference between the Alternative Enrollment Projection for the current enrollment reporting year and the projected enrollment determined pursuant to Section 1859.42 for the current enrollment reporting year, or by the eligibility remaining from this calculation that can no longer be utilized if the funds made available pursuant to Education Code Section 17071.75(a)(1)(A) have been exhausted.
(r) Adjusted pursuant to Education Code Section 17071.75(b)(2) by the number of pupils housed, based on the loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any ~~c~~Classroom(s) where title was relinquished to the School District receiving the transferred classroom(s).
(s) Increased by the capacity of ~~c~~Classrooms that meet all of the following:
(1) The classrooms are included in an Approved Application that have a qualifying health and safety threat pursuant to Sections 1859.82.1 or 185.9.82.2 that were originally included in the School ~~d~~District's baseline eligibility, except the School ~~d~~District did not have the current enrollment to support the replacement and funding of those ~~c~~Classrooms.
(2) The ~~c~~Classrooms are included in an Approved Application pursuant to Sections 1859.82.1 or 1859.82.2 and did not receive funding as part of that project and were demolished or removed from ~~c~~Classroom use. Buildings removed from K-12 classroom use that remain on the school site will be identified on a list published on OPSC's website.
(3) The Board shall approve the adjustment upon receiving the local school board resolution acknowledging that the buildings have been removed from K-12 ~~c~~Classroom use.
(t) Adjusted by the capacity of Classrooms, as applicable:
(1) Decreased by the number of pupils housed in portable Classrooms purchased for purposes of Interim Housing pursuant to Education Code Section 17075.20.
(2) Increased by the number of pupils housed in portable Classrooms purchased pursuant to Section 1859.51(t)(1) that are permanently removed from the School District within eight years of occupancy.
(u) Increased by the capacity of Classrooms that were destroyed or rendered unsafe to occupy due to a natural disaster for which the Governor declared a state of emergency on or after July 3, 2024, that the School District elected not to replace. The Board may consider adjustments for Classrooms that were destroyed or rendered unsafe to occupy due to a natural disaster that occurred prior to July 3, 2024, that the School District elected not to replace, on a case-by-case basis.

Note: Authority cited: Section 17070.35, Education Code.

Reference: Sections 17052, 17070.51, 17071.25, 17071.75, 17071.76, 17072.20, 17075.20, 17077.40, 17078.72, 17079.20, 42268, and 42270, Education Code.

Section 1859.80. General.

A School ~~d~~District shall qualify for hardship assistance by demonstrating one or more of the following:
(a) A financial hardship, as provided in Section 1859.81, which prevents the School ~~d~~District from funding all or a portion of the matching share requirement for a SFP grant.
(b) Qualification for facility hardship as provided in Sections 1859.82.1 or 1859.82.2.
(c) An Excessive Cost Hardship Grant as a result of added construction costs due to unusual circumstances as provided in Section 1859.83.
(d) Qualification for natural disaster assistance pursuant to Sections 1859.84.1 or 1859.84.2 as a result of a natural disaster for which the Governor has declared a state of emergency.

Note: Authority cited: Sections 17075.10 in effect as of January 1, 2024 and as amended by Assembly Bill 247, Chapter 81, Statutes of 2024, and with the successful passage of Proposition 2 on November 5, 2024; 17075.20 and 17070.35, Education Code.

Section 1859.81.1. Separate Apportionment for Site Acquisition and Design Costs.

A district that meets the F~~f~~inancial H~~h~~ardship criteria in Section 1859.81 is eligible for the following:

(a) For a new construction project, a separate apportionment for site acquisition, with the exception of site acquisition funding authorized by Section 1859.81.2 or for projects receiving funding pursuant to the Overcrowding Relief Grant, Section 1859.180, when all the following requirements are met:
(1) The School D~~d~~istrict has eligibility for grants that equal at least 50 percent of the CDE master plan capacity of the site.
(2) The School D~~d~~istrict has received a contingent site approval letter from the CDE indicating that the proposed site is the best available.
(3) The School D~~d~~istrict has obtained a preliminary appraisal of the property by a qualified appraiser utilizing criteria outlined in Section 1859.74.1. This report may be made without access to the site.
(b) If the conditions in (a) are met on a site that does not require a RA, the Board will apportion all of the following less any district funds available for the project pursuant to Section 1859.81(a):
(1) An amount not to exceed 100 percent of the lesser of the preliminary appraised value of the site as determined by Section 1859.74.1 or the amount the district reasonably expects to pay for the site including any hazardous material clean-up.
(2) The estimated relocation expenses that will conform to Title 25, California Code of Regulations, Section 6000, et seq. The reasonable and necessary relocation costs for purchasing fixtures and equipment, personal property, new machinery/equipment, and the installation of any improvements at the replacement residence or business location may be included as relocation assistance.

(3) Four percent of the lesser of the preliminary appraised value of the site or the amount the School D~~d~~istrict reasonably expects to pay for the site acquisition including any hazardous material clean-up but not less than $50,000.
(4) The estimated DTSC costs for review, approval, and oversight of the POESA and the PEA.
(c) If the conditions in (a) are met on a site that will require a RA, the district is eligible for a separate site apportionment not to exceed 50 percent of one and one half times the value of an appraisal that conforms to Section 1859.74.1 for the costs included in (c)(1) and (c)(4) plus the additional costs included in (c)(2) and (c)(3). The costs included in (c)(2) and (c)(3) are in addition to 50 percent of one and one half times the appraisal value cap.
(1) The cost of the site as determined in Section 1859.74.1 and the amount the School D~~d~~istrict reasonably expects to pay for any hazardous materials/waste removal and/or remediation costs for the site.
(2) Fifty percent of the estimated relocation expenses that will conform to Title 25, California Code of Regulations, Section 6000, et seq. The reasonable and necessary relocation costs for purchasing fixtures and equipment, personal property, new machinery/equipment, and the installation of any improvements at the replacement residence or business location may be included as relocation assistance.
(3) Fifty percent of four percent of the lesser of the appraised value of the site or the amount the School D~~d~~istrict reasonably expects to pay for the site acquisition including any hazardous materials/waste removal and/or remediation costs for the site, but not less than 50 percent of $50,000.
(4) The estimated DTSC costs for review, approval and oversight of the POESA and the PEA.
(d) The limitation of 50 percent of one and one half times the value of an appraisal for costs in subsections (c), (c)(1) and (c)(4) may be exceeded when the Board finds that unforeseen circumstances exist, and when both of the following exist:
(1) CDE determines that the site is the best available site for meeting the educational and safety needs of the School District.
(2) Substantiation that the costs are limited to the minimum required to complete the evaluation and RA approved by the DTSC.
(e) For new construction projects, the Board will apportion an amount not to exceed 40 percent of the new construction grant less any School D~~d~~istrict funds available for the project pursuant to Section 1859.81(a), plus $150,000 for new school projects and $250,000 for new construction addition projects that will be pursuing high performance incentive grants as indicated on the S~~s~~chool D~~d~~istrict governing board resolution that shall be submitted to the OPSC as part of a funding request pursuant to this Section.
For modernization projects, the Board will apportion an amount not to exceed the following:
(1) If the Approved Application is received on or before April 29, 2002, 20 percent of the modernization grant less any district funds available for the project pursuant to Section 1859.81(a).
(2) If the Approved Application is received after April 29, 2002, 25 percent of the modernization grant less any School D~~d~~istrict funds available for the project pursuant to Section 1859.81(a), plus $250,000 for projects that will be pursuing high performance

incentive grants as indicated on the Sschool Ddistrict governing board resolution that shall be submitted to the OPSC as part of a funding request pursuant to this Section.
(f) For applications for other assistance following a natural disaster pursuant to Section 1859.84.2, the Board will apportion an amount not to exceed 25 percent of the state share of the grant less any School District funds available for the project pursuant to Section 1859.81(a). The amount provided as a separate Apportionment shall be offset from the full grant amount the School District would otherwise be eligible for pursuant to Section 1859.84.2 when the School District submits an additional Form SAB 195 to request additional funding.

The amount apportioned is an estimate of the funds needed for design, engineering, and other pre-construction project costs.

Qualifying School dDistricts may request a separate Aapportionment for the design and for site acquisition for the same new construction project. Those projects requesting an Overcrowding Relief Grant, pursuant to Section 1859.180, do not qualify for these separate Apportionments.

The amount provided as a separate Apportionment shall be offset from the New Construction Adjusted Grant or the Modernization Adjusted Grant amount the district would otherwise be eligible for pursuant to Sections 1859.70, 1859.71.6, 1859.77.4 and 1859.81 when the district submits the Form SAB 50-04. A district seeking a separate Apportionment for site acquisition or design costs shall submit the Form SAB 50-04. If a new construction project received a previous design Aapportionment, the district may request an additional design Apportionment for that project up to the 40 percent maximum design Apportionment allowed pursuant to this Section.

The Form SAB 50-04 that is subsequently submitted for the New Construction Adjusted Grant must be for at least 50 percent of the New Construction Grant the district requested as a separate design Apportionment.

The Form SAB 50-04 that is subsequently submitted for the Modernization Adjusted Grant must be for at least 80 percent of the Modernization Grant the district requested as a separate design Apportionment that was received on or before April 29, 2002.

The Form SAB 50-04 that is subsequently submitted for the Modernization Adjusted Grant must be for at least 60 percent of the Modernization Grant the district requested as a separate design Aapportionment that was received after April 29, 2002.

When the Board is accepting applications pursuant to Section 1859.95, the funding of the new construction or modernization grant may be made from funds set aside by the Board for financial hardship. The amount provided as a separate Aapportionment shall be adjusted at a future date to assure that hardship funding for the project does not exceed the amount the district was otherwise eligible to receive.

Note: Authority cited: Sections 17070.35, 17072.13, and 17075.15, and 17075.20, Education Code.

Reference: Sections 17072.12, 17072.20, 17072.33, 17074.15, 17074.16, 17075.20, and 17079.20, Education Code.

Section 1859.84. Natural Disaster Assistance Program

A School District may apply for Interim Housing and any other assistance as a result of a natural disaster for which the Governor has declared a state of emergency pursuant to Education Code Section 17075.20, subject to verification with the Governor's Office of Emergency Services to confirm the state of emergency is still open at the time of application submittal.

For purposes of this Section, a natural disaster may include, but is not limited to, events such as earthquakes, wildfires, floods, landslides, storms, hurricanes, tsunamis, and other natural catastrophes.

Applications received on or after October 31, 2024 are subject to matching share requirements in accordance with Sections 1859.77.1 or 1859.79, as applicable.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17075.20, Education Code.

Section 1859.84.1. Interim Housing Assistance Following a Natural Disaster

Any funding provided by this Section is subject to the availability of New Construction bond authority and shall supplement insurance, local, state, and federal disaster funding.

An impacted School District is eligible for funding to procure Interim Housing if the School District has had facilities lost or damaged by a natural disaster for which the Governor has declared a state of emergency. The declared state of emergency must be "open" on the date OPSC receives a completed, valid Form SAB 195.

(a) To request funding to lease or purchase facilities, the School District must submit a completed, valid Form SAB 195 signed by an Authorized District Representative.
(b) The School District must submit one of the following to demonstrate that any funding provided by this Section will supplement funding from insurance or any other government disaster assistance:
(1) If the School District will not receive insurance proceeds or other government disaster assistance for Interim Housing, documentation in the form of a letter of denial or a certification, demonstrating that costs associated with Interim Housing have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance.
(2) If the School District reasonably expects to receive future insurance proceeds or any other government disaster assistance attributable to costs of Interim Housing, the School District must provide all of the following:
(A) An estimate of the insurance proceeds or any other government disaster assistance the School District may receive for Interim Housing expenses;

(B) A narrative statement indicating the necessity for Interim Housing assistance prior to receipt of insurance proceeds or any other government disaster assistance for this purpose; and
(C) Acknowledgement of the reporting requirement and potential future adjustment to any Apportionment, pursuant to subsection (c).
(c) Any Apportionment provided in accordance with this Section shall be adjusted for funding received from insurance proceeds or government disaster assistance for Interim Housing. The Apportionment will be reduced by 50 percent of the funding received from insurance proceeds and/or government disaster assistance for Interim Housing, or a commensurate amount adjusted for the district matching share pursuant to Section 1859.77.1. Any insurance proceeds and/or government disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.
(d) The Board shall provide an Apportionment subject to the requirements of Section 1859.90 or Section 1859.90.2.
(e) A Grant Agreement pursuant to Section 1859.90.4. is required as a condition of receiving funding pursuant to this Section.
(f) The School District is subject to the requirements in Sections 1859.104 and 1859.105.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17075.20, Education Code.

Section 1859.84.2. Other Assistance Following a Natural Disaster

Any funding provided by this Section is subject to the availability of New Construction or Modernization bond authority, as applicable to the scope of work in the request, and shall supplement insurance, local, state, and federal disaster funding.

A School District may qualify for funding at the Board's discretion if it is determined by the Board to be impacted by a natural disaster for which the Governor has declared a state of emergency. The declared state of emergency must be "open" on the date OPSC receives a completed, valid Form SAB 195.

(a) In making a determination to provide any other assistance following a natural disaster, the Board may consider factors including, but not limited to, the following:
(1) Any previous SFP Approved Applications that received an Apportionment for the impacted site as it relates to the natural disaster.
(2) All information required on the Form SAB 195.
(b) To request funding pursuant to this Section, the School District must submit a completed, valid Form SAB 195 signed by an Authorized District Representative.
(c) The School District must submit one of the following to demonstrate that any funding provided by this Section will supplement funding from insurance or any other government disaster assistance:
(1) If the School District will not receive insurance proceeds or other government disaster assistance for the scope of work in the Form SAB 195, documentation in the

form of a letter of denial or a certification, demonstrating that costs associated with the scope of work in the Form SAB 195 have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance.
(2) If the School District reasonably expects to receive future insurance proceeds or any other government disaster assistance attributable to the scope of work in the Form SAB 195, the School District must provide all of the following:
(A) An estimate of the insurance proceeds or any other government disaster assistance the School District may receive for the scope of work in the Form SAB 195;
(B) A narrative statement indicating the necessity for assistance under this Section prior to receipt of insurance proceeds or any other government disaster assistance for this purpose; and
(C) Acknowledgement of the reporting requirement and potential future adjustment to any Apportionment, pursuant to subsection (f).
(d)The School District's New Construction eligibility will be adjusted for any net increase in Classroom capacity in the project, pursuant to Section 1859.51.
(e) The baseline eligibility for Modernization as provided in Section 1859.60 will be adjusted for any funding received. The age of the Classroom/s and Square Footage in the project shall be reset to the date of the Apportionment for the project.
(f) Any Apportionment provided in accordance with this Section shall be adjusted for funding received from insurance proceeds or government disaster assistance for the same purpose or scope of work funded by the Apportionment, as follows:
(1) Reduced by 50 percent of the funding received from insurance proceeds and/or government disaster assistance, or a commensurate amount adjusted for the district matching share pursuant to Section 1859.77.1, or
(2) Reduced by 60 percent of the funding received from insurance proceeds and/or government disaster assistance, or a commensurate amount adjusted for the district matching share pursuant to Section 1859.79.
(g) Any insurance proceeds and/or government disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.
(h) The Board shall provide an Apportionment subject to the requirements of Section 1859.90 or Section 1859.90.2.
(i) A Grant Agreement pursuant to Section 1859.90.4. is required as a condition of receiving funding pursuant to this Section.
(j) The School District is subject to the requirements in Sections 1859.104 and 1859.105.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17075.20, Education Code.

Section 1859.90. Fund Release Process.
(a) With the exception of an Apportionment made pursuant to Sections 1859.81.1(e), 1859.81.1(f), or 1859.81.2, Apportionments provided through the Priority Funding Process and subject to 1859.90.2, the OPSC will release State funds that the Board has apportioned to the district after submittal, by the School dDistrict, of the Form SAB 50-05 and a Grant Agreement, pursuant to Section 1859.90.4.

(b) With the exception of Apportionments described in paragraphs (1) and (2) of subsection (c), a district must submit the Form SAB 50-05 and Grant Agreement, within 180 calendar days of the Apportionment of the SFP grant for the project or within 365 calendar days for Apportionments that include Ffinancial Hhardship assistance. If the School dDistrict does not submit the Form SAB 50-05 and Grant Agreement within the above specified time, the entire New Construction Adjusted Grant, or Modernization Adjusted Grant or Type I or II, part of a qualifying SFP Modernization project, or Joint-Use Project Apportionment shall be rescinded without further Board action, and the pupils housed in the project, if applicable, will be added back to the School dDistrict's baseline eligibility. The School dDistrict may refile a new Application for the project subject to district eligibility and available State funds at the time of resubmittal.
(c)(1) Notwithstanding subsection (b), if an Apportionment is made for an Application pertaining to a school facility located on a military installation that is the recipient of a federal grant that requires a local matching share, the Board may require the School dDistrict to submit the Form SAB 50-05 and Grant Agreement within a determined time period, not to exceed 18 months of the Apportionment of the SFP grant for the project. If the district does not submit the Form SAB 50-05 and Grant Agreement within the above specified time, the entire Apportionment shall be rescinded without further Board action, and the pupils housed in the project, if applicable, will be added back to the district's baseline eligibility. The district may refile a new Application for the project subject to district eligibility and available State funds at the time of resubmittal.
(2) Notwithstanding subsection (b), if the Apportionment was made for a Type II Joint-Use Project, not part of a qualifying SFP Modernization project, pursuant to Article 12 of these Regulations, the School dDistrict must submit the Form SAB 50-05 and a Grant Agreement within 18 months of the date the plans and specifications for the Joint-Use Project that have been approved by the DSA and the CDE are submitted to the OPSC or the Apportionment shall be rescinded without further Board action.
(d) OPSC will release State funds that have been apportioned by the Board pursuant to Sections 1859.81.1(e) or 1859.81.1(f) to the School dDistrict within 30 calendar days of the following, whichever occurs last: an Apportionment or upon submittal by the School dDistrict of a Grant Agreement pursuant to Section 1859.90.4. Submittal of the Grant Agreement must occur within 365 days of the Apportionment. If the School dDistrict received an Apportionment pursuant to 1859.90.2, the Grant Agreement must be submitted within the specified time period in 1859.90.2.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17072.12, 17072.30, 17074.15, 17076.10, 17077.40, 17077.42 and 17077.45, Education Code.

Section 1859.93. Modernization Project Funding Order.
Applications shall be funded as follows:
(a) First, to applications for Facility Hardship rehabilitation projects pursuant to Sections 1859.82.1(c) and 1859.82.2(c) in order of receipt of an Approved Application for funding; then
(b) Second, to applications for Modernization projects pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195; then

(~~b~~c) If there are no applications pursuant to subsection (a) or (b), to applications for modernization funds in order of receipt of an Approved Application for funding.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17074.15 ~~and~~ 17075.15, and 17075.20, Education Code.

Section 1859.93.1. New Construction Project Funding Order.
Applications, except those identified in (~~c~~e) through (~~e~~g) below, shall be funded as follows:
(a) First, ~~to applications for Facility Hardship pursuant to Section 1859.82 in order of receipt of an Approved Application for funding; then,~~ to applications pursuant to Section 1859.84.1 in order of receipt of a Form SAB 195; then
(b) Second, to applications for Facility Hardship pursuant to Sections 1859.82.1(b) and 1859.82.2(b) in order of receipt of an Approved Application for funding; then,
(c) Third, to applications pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195; then
(~~b~~d) If there are no applications pursuant to subsection (a), (b) or (c), to applications for New Construction Grant(s) in order of receipt of an Approved Application for Funding.
(~~c~~e) Approved Applications for New Construction Grant(s) funded with the proceeds of state bonds approved by the voters prior to January 1, 2002.
(~~d~~f) Approved Applications for New Construction Grant(s) authorized by Education Code Sections 17078.10 through 17078.30.
(~~e~~g) Approved Applications that utilize pupil eligibility derived from the Alternative Enrollment Projection method. These applications shall be funded in order of receipt once the OPSC and the DRU have approved the Alternative Enrollment Projection method or the Alternative Enrollment Projection annual update.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17072.25, 17070.35, ~~and~~ 17075.15, and 17075.20, Education Code.

Section 1859.104. Program Reporting Requirements.
A School ~~d~~District receiving funds in accordance with the Act shall submit the following:
(a) An expenditure report from the School ~~d~~District on the Form SAB 50-06. The program reporting requirements are as follows:
(1) The first expenditure report shall be due one year from the date that any funds were released to the School ~~d~~District for the project pursuant to Section 1859.90 or 1859.90.2, or upon completion of the project, whichever occurs first. A project shall be deemed complete when either of the following occur:
(A) When the notice of completion for the project has been filed, all outstanding invoices, claims, change orders have been satisfied and the facility is currently in use by the School ~~d~~District.
(B) Three years from the date of the final fund release for an elementary school project or four years from the date of the final fund release for a middle or high school project.
(C) Notwithstanding (B), eight years from the date of the final fund release for projects receiving funding pursuant to Section 1859.84.1 or Section 1859.84.2.

(2) The second and subsequent expenditure reports, if necessary, shall be due annually beginning one year from the first report, or upon completion of the project, whichever occurs first. The final expenditure report must be made no later than three years from the date of the final fund release for an elementary school project or four years from the date of the final fund release for a middle or high school project.
(b) With the exception of projects that qualify for an ~~a~~Apportionment pursuant to Section 1859.75.1, a progress report, in the form of a narrative from the School ~~d~~District, shall be due 18 months from the date any funds were released to the School ~~d~~District for the project pursuant to Section 1859.90 or 1859.90.2. The progress report shall include information regarding the progress the district has made towards substantial completion of the project. If the notice of completion has been filed within 18 months of the release of funds pursuant to Section 1859.90 or 1859.90.2, or the expenditure reports required in (a)(1) or (2) indicate that substantial progress (as defined in Section 1859.105) on the project has occurred, no progress report is required.
(c) A progress report, in the form of a narrative from the district, shall be due 12 months from the date the site acquisition funds were apportioned to the School ~~d~~District for the project pursuant to Section 1859.75.1. The progress report shall include information regarding the progress the School ~~d~~District has made towards acquiring the site as outlined in Section 1859.105.1 and may contain other evidence of reasonable effort to substantiate progress towards acquiring the site for purposes of an extension of the site ~~a~~Apportionment as authorized by Education Code Section 17072.13(c)(2).
(d) If an ~~a~~Apportionment was made for a district-owned site pursuant to Section 1859.74.5, a certification that the non-school function currently taking place on the district-owned site has been discontinued or relocated. The certification must be submitted to the OPSC no later than the following dates:
(1) If the project is for an elementary school, 66 months from the date of the site ~~a~~Apportionment.
(2) For all other projects, 78 months from the date of the site ~~a~~Apportionment.
(e) If an Apportionment was made under the Overcrowding Relief Grant pursuant to Section 1859.180, the School District must provide a certification that the replaced portables were removed from the eligible site and from service pursuant to Education Code Section 17079.30.
(f) A School District receiving an Apportionment for high performance incentive grants pursuant to Section 1859.71.6 or 1859.77.4 shall submit a completed Project Information Worksheet to the OPSC for all expenditures related to the additional design and construction costs of the high performance building components. In addition, the School District shall provide information related to resulting energy savings and efficiency, as well as other resulting benefits. The Project Information Worksheet shall be submitted with the Form SAB 50-05 and the School District's first and final Forms SAB 50-06 pursuant to (a)(1) and (2) above.
(g) A School District receiving funds shall submit a summary report of expenditures of state funds and of S~~s~~chool D~~d~~istrict matching funds annually until all state funds and S~~s~~chool D~~d~~istrict matching funds are expended, pursuant to Education Code Section 17076.10(a).

(h) If an Apportionment was made under the Natural Disaster Assistance Program pursuant to Section 1859.84.1, the School District must provide a certification for the following:
(1) Upon either project completion or no later than 60 months from the date the lease was signed for purposes of Interim Housing, that leased portable Classrooms have either been removed or remain in use within the School District. For leased Portable Classrooms that have a qualifying project and receive an extension by the Board pursuant to Section 1859.51(i)(5), the School District shall provide an additional certification no later than the approval date of the extension as approved by the Board.
(2) Upon either project completion, or no later than 96 months from the date of the Apportionment, that the Portable Classrooms purchased for Interim Housing have either been removed or remain in use within the School District.

Note: Authority cited: Sections 17070.35, 17072.13, 17075.20, and 17079.30, Education Code. Reference: Sections 17070.35, 17070.99, 17072.12, 17072.13, 17076.10 and 17079.30, Education Code.

Section 1859.106. Program Accountability Expenditure Audit.
The projects will be audited to assure that the expenditures incurred by the School ~~d~~District were made in accordance with the provisions of Education Code Section 17072.35 for new construction projects, Section 1859.120 for Joint-Use Projects, Section 1859.140 for Critically Overcrowded School projects, Section 1859.160 for Charter School projects, and Education Code Section 17074.25 and Section 1859.79.2 for modernization projects. The audit will also assure that the School ~~d~~District complied with all site acquisition guidelines as provided in Education Code Sections 17072.13 and 17072.14 and Sections 1859.74, 1859.74.1, 1859.74.2, 1859.74.3, 1859.74.4, 1859.75 and 1859.75.1.

An adjustment in the SFP grant will be made for the following:
(a) The difference in the value of the site, relocation costs, DTSC fees, and hazardous waste/materials removal costs that were used to determine the New Construction Additional Grant and the actual amount paid by the School ~~d~~District for the site, relocation costs, DTSC fees, and hazardous waste/materials removal costs. For applications received on or after January 1, 2004, the adjustment may be made regardless of whether the hazardous waste/materials removal costs were requested on the application for funding.
(b) For any insurance proceeds collectable by the School ~~d~~District for displaced facilities and net proceeds available from the disposition of displaced facilities pursuant to Sections 1859.82.1(d) and 1859.82.2(d).
(c) For any insurance proceeds or other government disaster assistance collected by the School District for any project that received funding pursuant to 1859.84.1(c), or 1859.84.2(f).
(~~c~~d) For any project that received funding pursuant to 1859.71.4(c) or 1859.78.1(b), 50 percent of one-fourth of one percent of the difference between the original Total Projected Bond Apportionment and the newly calculated amount.
(~~d~~e) Any adjustments made pursuant to this Section will be made only if sufficient bond authority is available for the adjustment. If an Unfunded List has been created by the

Board, then any adjustments made pursuant to this Section will be placed on the Unfunded List.

When the OPSC receives the final expenditure report from the School ~~d~~District on Form SAB 50-06, an audit of the expenditures by the OPSC shall commence within two years of the report. If the School ~~d~~District is not notified by the OPSC within the two-year period that an audit will be made, there will be no audit of the project by the OPSC and the expenditures reported by the district shall be deemed appropriate. If the School ~~d~~District has been notified that an audit of the expenditures will be made by the OPSC, the OPSC shall complete the audit within six months of the notification, unless additional information requested from the district has not been received.

School Districts shall be required to maintain all appropriate records that support all district certifications and expenditures for all costs associated with SFP, Charter School, and Joint-Use projects for a period of not less than four years from the date the notice of completion is filed for the project in order to allow other agencies, including, without limitation, the Bureau of State Audits and the State Controller to perform their audit responsibilities.

The School D~~d~~istrict is responsible to substantiate expenditures from the Joint-Use Partner(s) financial contribution pursuant to Section 1859.127 and from other local sources.

Should the OPSC conduct an audit of the School ~~d~~District certifications or the expenditures for the project and make a finding that some or all of the expenditures were not made in accordance with the provisions of Education Code Section 17072.35 for new construction projects, Sections 1859.84, 1859.84.1 or 1859.84.2 for projects following a natural disaster, Section 1859.120 for Joint-Use Projects, Section 1859.140 for Critically Overcrowded School projects, Section 1859.160 for Charter School projects, Education Code Section 17074.25 and Section 1859.79.2 for modernization projects, and Education Code Sections 17072.13 and 17072.14 for projects with additional costs imposed by the DTSC, the OPSC shall recommend to the Board that the apportionment be adjusted based on the audit findings.

Should the CDE make a finding that a project did not meet the standards that were adopted by the CDE pursuant to Education Code Section 17251 (b) and (c) when the district had self-certified that the project met those standards pursuant to Education Code Section 17070.50 (b), the Board may request that the CDE make a recommendation that the apportionment for the project be adjusted based on the CDE finding. Any adjustment in the apportionment shall be based on the percentage of space in the project that the CDE determined did not meet those standards.

If title to special education program facilities is transferred between a ~~s~~School ~~d~~District and a county office of education pursuant to Education Code Sections 17071.75(b)(2) and (f), the receiving School District shall remit payment to the State within 60 days or up to five years, pursuant to an approved repayment schedule, as requested by the

School District. If a repayment schedule is requested, it shall be in equal annual installments and shall include interest at the same rate as that earned on the State's Pooled Money Investment Account on the date a repayment schedule is approved by the Board. The repayment amount shall be determined by prorating the Financial Hardship assistance received on the initial Apportionment for the transferred facilities, including site acquisition costs apportioned for any land transferred, by the percentage of building area being transferred divided by the total amount of building area approved on the initial Application containing the transfer of facilities, if all of the following conditions are met:
(a) The transferred facilities were constructed with State funds under Chapter 12.5.
(b) Transfer of the facilities took place within ten years of initial occupancy.
(c) The School District that initially acquired or constructed the transferred facilities had approved Financial Hardship status at the time of Apportionment of the project.
(d) The School District receiving the facility did not have approved Financial Hardship status at either the time of the title transfer or the time that the adjustment request is submitted to the OPSC.

For any project that received funding pursuant to Sections 1859.84.1 or 1859.84.2, the School District must report the receipt of any insurance proceeds or other government disaster assistance received after the completion of the expenditure audit to OPSC within 60 days.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17070.35, 17070.50, 17071.75, 17072.13, 17072.14, 17072.18, 17072.35, 17074.25, 17075.20, 17076.10, 17077.40, 17078.52 and 17251, Education Code, and Section 1771.3, Labor Code.

STATE OF CALIFORNIA

APPLICATION FOR NATURAL DISASTER ASSISTANCE

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

GENERAL INFORMATION

School Districts are required to use this form to initiate a request for funding (rounded to the nearest dollar) pursuant to School Facility Program (SFP) Regulation Section 1859.84 Natural Disaster Assistance Program, for consideration by the State Allocation Board (SAB). The School District must state specifically the purpose and description of the School District's request. The School District must submit all supporting documentation to the Office of Public School Construction (OPSC). Requests for consideration are processed to the SAB upon receipt by OPSC of all required documentation and upon completion of a thorough analysis by OPSC.

In order to be considered a complete application, the School District must provide all requested information within each section (if applicable). If the narrative space is insufficient, the School District must attach an additional narrative to this request.

For School Districts requesting both Interim Housing assistance following a natural disaster and other assistance following a natural disaster, separate applications must be submitted for each request per site.

SPECIFIC INSTRUCTIONS

The School District must assign a Project Tracking Number (PTN) to this project. The same PTN is used by OPSC, the Division of the State Architect (DSA) and the California Department of Education (CDE) for all project applications submitted to those agencies to track a particular project through the entire state application review process. If the School District has already assigned a PTN to this project by prior submittal of the plans and specifications to DSA and/or CDE for approval, use that PTN for this application submittal. If no PTN has been assigned for this project, a PTN may be obtained from OPSC Online site at www.dgs.ca.gov/opsc/opsconline.

1. Type of Application

a. Check the appropriate box that indicates whether this application is a new or an amended Natural Disaster Assistance request.
b. Check the appropriate box that indicates the type of grant the School District is requesting. If the School District meets the Financial Hardship criteria in Section 1859.81 and the School District is requesting a separate design apportionment pursuant to Section 1859.81.1, check the appropriate Design Only box.
c. If the School District is requesting Interim Housing assistance, indicate the number of Portable Classrooms that are requested to be leased or purchased by grade level, as well as the number and type of all other ancillary facilities that are requested to be leased or purchased.
d. If the School District is requesting Interim Housing assistance for purchased or leased portables and/or ancillary facilities, indicate whether the portables and/or ancillary facilities existed on the impacted site at the time of the application submittal, and if so, the dates the facilities were leased or purchased, placed on site, and/or removed, as applicable.
e. If the School District is requesting Interim Housing assistance for Portable Classrooms, indicate the total number of Classrooms destroyed or rendered unsafe to occupy by the natural disaster, by grade level. If the School District is requesting Interim Housing assistance for ancillary facilities, indicate the type of any ancillary facilities destroyed or rendered unsafe to occupy by the natural disaster.

2. SFP Application(s) Submitted for the Impacted Site

Check the appropriate box(es) for any SFP application(s) specific to the impacted site that have been submitted to OPSC and are currently on OPSC's Workload or Applications Received Beyond Bond Authority lists. Provide the applicable SFP application numbers.

If there are no submitted applications, leave this section blank.

3. Prior SFP Approval(s) for Impacted Site

Provide the applicable application number(s) for any SFP application(s) specific to the impacted site that received SAB approval after the date of the natural disaster. Provide the applicable application number(s) related to the impacted site for any Facility Hardship Program application(s) and New Construction or Modernization application(s) approved by the SAB since the time of the natural disaster for which the Governor declared a state of emergency.

If there were no previous applications for the impacted site approved by the SAB after the date of the natural disaster, leave this section blank.

4. Natural Disaster – State of Emergency Proclamation

The School District must check the appropriate box indicating whether the state of emergency is listed as open at the time of application submittal to OPSC.

Enter the Executive Order number and date that the state of emergency was proclaimed by the Governor, as indicated on the Governor's Office of Emergency Services Open State of Emergency Proclamations webpage.

5. Financial Hardship Request

Check the appropriate box(es) if the School District is requesting Financial Hardship assistance because it is unable to meet its matching share requirement.

- If the application includes a request for Financial Hardship, the School District must comply with the requirements of Section 1859.81.
- If there is Insufficient Bond Authority for the type of application, check the second box and attach a school board resolution pursuant to Section 1859.95.1(b).

6. Local Funding Adjustment Grant

Enter the following:

a. The School District's total assessed valuation, pursuant to Section 1859.70.5(a)(1). The School District must provide a

letter or report from the county auditor-controller that certifies the School District's total assessed valuation.

b. The School District's gross bonding capacity, rounded to the nearest whole dollar. To calculate this, multiply the total assessed valuation by 1.25 percent for non-unified School Districts or 2.5 percent for unified School Districts, rounded to two decimal places.
c. The School District's unduplicated pupil percentage as determined for purposes of the local control funding formula pursuant to Education Code Section 42238.02, rounded to two decimal places.
d. The School District's total enrollment, pursuant to Section 1859.70.5(a)(3), meaning the districtwide enrollment reported on a Form SAB 50-01 in Part A, Part C and Part D. Applications filed on or after November 1 must include the current school year enrollment.
e. Check Yes or No to indicate whether the project includes the use of a Project Labor Agreement for this application. If the School District indicates it intends to have a Project Labor Agreement, but does not yet, it will be audited for compliance and the funding will be adjusted accordingly if the project does not include use of a Project Labor Agreement, pursuant to Section 1859.70.5(b)(4).

7. Division of the State Architect (DSA) Plan Approval

The School District must submit any plans and specifications (P&S) for the project that were approved by DSA, and must indicate the approval date in this section. If approval has not been obtained, the School District must indicate in the applicable narrative section if the P&S have an exception for demolition, site work, and/or specific construction delivery methods, or if the School District is still in the process of obtaining DSA approval.

If this application shares P&S with one or more SFP applications, the School District must provide the following:

a. A clear delineation of project scope that identifies all related hybrid applications and the project scope attributable to each, and
b. A proration of project costs and an explanation of the proration methodology, and
c. A certification that funds one for one hybrid application will be used exclusively for that hybrid application, and
d. An acknowledgement that expenditures must be tracked and reported separately according to the cost proration, unless the expenditure is only attributable to a specific project.

8. Interim Housing Assistance Narrative

For purposes of requests for assistance to lease or purchase Portable Classroom(s) and/or ancillary facilities as a result of a natural disaster for which the Governor has declared a state of emergency, the School District must provide documentation pursuant to SFP Regulation Section 1859.84.1 demonstrating that any funding provided for Interim Housing will supplement funding from insurance or any other local, state, or federal government disaster assistance.

Additionally, the School District must include the following information in the narrative:

1. The background and circumstances which prompted the School District's request.
2. Information relevant to the request, such as the amount requested, the anticipated duration of the lease if the School District is requesting assistance to lease facilities, and whether the request includes the design, placement, site development, and/or equipment costs associated with the leased or purchased facilities.
3. A statement explaining why the SAB should grant the School District's request based on law, regulation, or another basis.

In addition to the narrative, the School District should provide the following documentation:

1. Documentation which includes actual costs of the facilities, including but not limited to, invoices, lease agreements, or purchase agreements.
2. Documentation, such as invoices or contracts, which includes, but is not limited to, any work associated with placing the facilities on a site.
3. In lieu of actual costs, School Districts may provide bid proposals, quotes, or other documentation that supports the amount of funding requested.
4. California Department of Education (CDE) Plan Approval(s) (as applicable).
5. DSA Plan Approval(s) (as applicable).

9. Other Assistance Following a Natural Disaster Narrative

For purposes of requesting other natural disaster assistance, the School District must provide documentation pursuant to SFP Regulation Section 1859.84.2 demonstrating that any funding provided for the scope of work in the request will supplement funding from insurance or any other local, state, or federal government disaster assistance.

Additionally, the School District must include the following information in the narrative:

1. The background and circumstances which prompted the School District's request.
2. Information relevant to the request, such as the amount requested and information that demonstrates funding from insurance proceeds and other government disaster assistance is insufficient to rehabilitate or reconstruct school facilities that existed at the time of the natural disaster.
3. A statement explaining why the SAB should grant the School District's request based on law, regulation, or another basis.
4. Justification if the application seeks natural disaster assistance funding in lieu of an Approved Application pursuant to Section 1859.82.1, or
5. Justification if the project seeks any other natural disaster assistance funding in lieu of an Approved Application pursuant to SFP regulation Section 1859.70.
6. CDE Plan Approval(s) (as applicable).

7. DSA Plan Approval(s) (as applicable).

10. Certification

The School District representative must complete this section. For additional information regarding School District certifications, refer to the SFP handbook located on OPSC's web site at www.dgs.ca.gov/opsc.

ATTACHMENTS

Attach substantiating documentation as necessary to support the School District's request. All supporting documentation must be received by OPSC prior to presentation to the SAB.

STATE OF CALIFORNIA

APPLICATION FOR NATURAL DISASTER ASSISTANCE

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

SCHOOL DISTRICT		APPLICATION NUMBER
SCHOOL NAME		PROJECT TRACKING NUMBER
COUNTY	DISTRICT REPRESENTATIVE'S E-MAIL ADDRESS	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)

1. Type of Application – Check Only One

a. Is this application New or Amended?

☐ New

☐ Amended

b. ☐Interim Housing

☐Other assistance following a natural disaster pursuant to Section 1859.84.2 (specify)_____

☐ Design Only—Other Assistance Following a Natural Disaster

c. ☐Interim Housing (portable classrooms):

☐ Leasing (number of classrooms being requested for each grade level):

K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

☐ Purchasing (number of classrooms being requested for each grade level):

K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

☐ Interim Housing (ancillary facilities):

☐ Leasing

☐Restroom(s)
☐Kitchen
☐Administrative Space
☐Minimum Essential Facilities (list the type):_____
☐Other:_____

☐ Purchasing

☐Restroom(s)
☐Kitchen
☐Administrative Space
☐Minimum Essential Facilities (list the type):_____
☐Other:_____

d. Do these portable classrooms exist on site at the time of application submittal? ☐ Yes ☐ No

Date(s) portable classrooms were leased/purchased (if applicable):_____
Date(s) portable classrooms were placed on site (if applicable):_____
Date(s) portables were removed (if applicable):_____

Do these ancillary facilities exist on site at the time of application submittal? ☐ Yes ☐ No

Date(s) portable classrooms were leased/purchased (if applicable):_____
Date(s) ancillary facilities were placed on site (if applicable):_____
Date(s) ancillary facilities were removed (if applicable):_____

e. Indicate the grade level and number of classrooms on the impacted site that are identified as destroyed or rendered unsafe to occupy below:

K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

Indicate the type of ancillary facilities that are identified as destroyed or rendered unsafe to occupy below:

☐ Restroom(s)
☐ Kitchen
☐ Administrative Space
☐ Minimum Essential Facilities (list the type): _____
☐ Other: _____

2. SFP Application(s) Submitted for Impacted Site

☐ Facility Hardship application(s): _____
☐ New Construction application(s): _____
☐ Modernization application(s): _____
☐ Other: _____

3. Prior SFP Approval(s) for Impacted Site:

Facility Hardship Replacement (Design/Full Grant): 51/_____
Facility Hardship Rehabilitation (Design/Full Grant): 58/_____
New Construction (Design/Full Grant): 50/_____
Modernization (Design/Full Grant): 57/_____

4. Natural Disaster - State of Emergency Proclamation

a. Is there an open state of emergency at the time of application submittal? ☐ Yes ☐ No
b. Executive order number: _____
c. Proclamation date: _____

5. Type of Financial Hardship Request

☐ Submittal pending OPSC approval pursuant to Section 1859.81(h)
☐ Submittal with school board resolution, pursuant to Section 1859.95.1 (Insufficient Bond Authority)

6. Local Funding Adjustment Grant

Complete the following:

a. Assessed valuation: _____
b. School District's gross bonding capacity, (rounded to the nearest whole dollar): _____
c. School District's unduplicated pupil percentage, rounded to two decimal places: _____
d. School District's enrollment: _____
e. Does this project include the use of a Project Labor Agreement? ☐ Yes ☐ No

7. DSA Plan Approval

Does the School District have DSA approval(s) for any portion of the P&S requiring review and approval? ☐ Yes ☐ No
If so, enter the DSA approval date(s): _____
If not, indicate in the narrative in Section 8 or 9 if the P&S have an exception for demolition, site work, and/or specific construction delivery methods, or if the School District is still in the process of obtaining DSA approval.
Does this application share plans and specifications with at least one additional SFP application? ☐ Yes ☐ No
If so, provide the following in conjunction with the narrative in Section 8 or 9:

a. A clear delineation of project scope that identifies all related hybrid applications and the project scope attributable to each
b. A proration of project costs and an explanation of the proration methodology, and
c. A certification that funds for one hybrid application will be used exclusively for that hybrid application, and
d. An acknowledgement that expenditures must be tracked and reported separately according to the cost proration, unless the expenditure is only attributable to a specific project.

8. Narrative - Interim Housing Assistance Following a Natural Disaster:

STATE OF CALIFORNIA
APPLICATION FOR NATURAL DISASTER ASSISTANCE

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

9. Narrative - Other Assistance Following a Natural Disaster:

10. Certification

I certify, as the School District Representative, that the information reported on this form is true and correct and that:

• I am an authorized representative of the School District as authorized by the governing board of the School District; and,

• A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., of the Education Code was adopted by the School District's governing board or the designee of the Superintendent of Public Instruction on, _____; and,

• The School District has established a "Restricted Maintenance Account" for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Sections 1859.100 through 1859.102); and,

• The School District has considered the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and,

• All contracts entered on or after November 4, 1998 for the service of any architect structural engineer or other design professional for any work under the project have been obtained pursuant to a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4525) of Division 5, of Title 1, of the Government Code; and,

• If this request is for new construction funding, the School District has received approval of the site and the plans from the CDE. Plan approval is not required if request is for separate design apportionment; and,

• The School District has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,

• This School District has or will comply with Education Code Section 17076.11 regarding at least a 3 percent expenditure goal for disabled veteran business enterprises; and,

• The School District matching funds required pursuant to Sections 1859.77.1 or 1859.79 have either been expended by the School District, deposited in the County School Facility Fund or will be expended by the School District prior to the notice of completion for the project; and,

• The School District has received, or will obtain, the necessary approval of the plans and specifications from the Division of the State Architect unless the request is for a separate site and/or design apportionment; and,

• If the School District is requesting site acquisition funds as part of this application, the School District has complied with Sections 1859.74 through 1859.75.1 as appropriate; and,

• With the exception of an apportionment made pursuant to Section 1859.75.1, the School District understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105); and,

• If the apportionment for this project was made pursuant to Section 1859.75.1, the School District understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 12 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105.1); and,

• The School District understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (refer to Section 1859.90); and,

• The statements set forth in this application and supporting documents are true and correct to the best of my knowledge and belief; and,

• All school facilities purchased or newly constructed under the project for use by pupils who are individuals with exceptional needs, as defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and other pupils as appropriate to the needs of both; and,

• This form is an exact duplicate (verbatim) of the form provided by OPSC. In the event a conflict must exist, the language in OPSC's form will prevail; and,

• The School District understands that some or all of the State funding for the project must be returned to the State as a result of an audit pursuant to Sections 1859.105, 1859.105.1, 1859.106; and,

• The School District has complied with the provisions of Sections 1859.76 and 1859.79.2 and that the portion of the project funded by the State does not contain work specifically prohibited in those Sections; and,

• If the SFP grants will be used for the construction or modernization of school facilities on leased land, the School District has entered into a lease agreement for the leased property that meets the requirements of Section 1859.22; and,

• If the School District requested additional funding for fire code requirements pursuant to Sections 1859.71.2 or 1859.78.4, the School District will include the automatic fire detection/alarm system and/or automatic sprinkler system in the project prior to completion of the project; and,

• The School District has consulted with the career technical advisory committee established pursuant to Education Code Section 8070 and the need for vocational and career technical facilities is being adequately met in accordance with Education Code Sections 51224, 51225.3(b), and 51228(b), and 52336.1; and,

• The School District has considered the potential for the presence of lead-containing materials in the modernization project and will follow all relevant federal, state, and local standards for the management of any identified lead; and,

• The School District is in compliance with current Labor Code requirements for prevailing wage monitoring and enforcement; and,

• Beginning with the 2005/2006 fiscal year, the School District has complied with Education Code Section 17070.75(e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,

• The School District has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools; and,

• If this application is submitted when there is Insufficient Bond Authority, the School District has adopted a school board resolution pursuant to Section 1859.95.1; and,

• The School District will comply with all laws pertaining to the construction or modernization of its school building.

• If the School District marked the box for 'Yes' in Section 6. of this application that it has or will include a project labor agreement, the use of a project labor agreement will be verified as part of the audit required in EC Section 41024. If it is determined that a project labor agreement was not used, the funding associated with the points assigned to the project to determine the matching share percentage will be required to be returned, with interest (based on the interest rate earned in Pooled Money Investment Account at the time of fund release) from the time of fund release until funds are returned.

• The School District understands that any funding received from insurance proceeds or government disaster assistance must be reported to OPSC in an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed. The School District understands that any apportionment provided shall be adjusted for funding received from insurance proceeds or government disaster assistance for the purpose or scope of work funded by the apportionment, in accordance with the following:

- An apportionment from New Construction bond authority pursuant to either Section 1859.84.1 or Section 1859.84.2 shall be reduced by 50 percent of the insurance proceeds or government disaster assistance, or a commensurate amount adjusted for the district matching share pursuant to Section 1859.77.1.
- An apportionment from Modernization bond authority pursuant to Section 1859.84.2 shall be reduced by 60 percent of the insurance proceeds or government disaster assistance for the purpose or scope of work funded by the apportionment, or a commensurate amount adjusted for the district matching share pursuant to Section 1859.79.

SIGNATURE OF AUTHORIZED SCHOOL DISTRICT REPRESENTATIVE	DATE

APPLICATION FOR NATURAL DISASTER ASSISTANCE CHECKLIST

ATTACHMENT D

New MONTH 2025

SCHOOL DISTRICT		APPLICATION NUMBER
SCHOOL NAME		PROJECT TRACKING NUMBER
COUNTY	DISTRICT REPRESENTATIVE'S E-MAIL ADDRESS	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)

* Enter the Application Number that has been assigned to this project by OPSC. Leave blank if this is the first request related to this project.

GENERAL INSTRUCTIONS

The following checklist is designed to guide districts through the process of requesting interim housing and/or other assistance following a natural disaster on the *Application for Natural Disaster Assistance* (Form SAB 195), and provide direction on what is typically required in a complete submittal. School districts are encouraged to use this checklist to request approval by the State Allocation Board (SAB) for applications requesting interim housing and/or other assistance following a natural disaster.

Include all supporting documentation with your submittal to OPSC. Requests for SAB consideration are a top priority and are processed to the SAB upon receipt by OPSC of all required documentation and upon completion of a thorough analysis by OPSC.

Interim Housing Assistance Following a Natural Disaster Requests

- ☐ Section 1 –
  - ☐ Check that the applicable box to indicate whether the application is a "New" application or an "Amended" application (Section a)
  - ☐ Check the applicable box to indicate the application is a request for "Interim Housing" (Section b)
  - ☐ Check the applicable boxes and indicate the number and grade level of portable classrooms for lease and/or purchase, and the type of ancillary facilities for lease and/or purchase (Section c)
  - ☐ Indicate whether the requested portable classrooms and/or ancillary facilities exist on the site at the time of application submittal. If so, enter the applicable date(s) the facilities were leased/purchased, placed on site, and/or removed (Section d).
  - ☐ If the district is requesting interim housing assistance, the district must indicate the grade level of classrooms on the impacted site that are identified as destroyed or rendered unsafe to occupy in addition to any ancillary facilities identified as destroyed or unsafe to occupy (Section e).
- ☐ Section 2 – Check the applicable boxes and provide application numbers for any applications related to the impacted site that are currently on the OPSC Workload or Applications Received Beyond Bond Authority lists.
- ☐ Section 3 – Enter any prior School Facility Program (SFP) application numbers specific to the impacted site for which the district received SAB approval since the time of the natural disaster.
- ☐ Section 4 – Enter information related to the state of emergency the Governor declared for the natural disaster for which the district is requesting assistance.
- ☐ Section 5 – Check the applicable box to indicate if the district is requesting financial hardship assistance.
- ☐ Section 6 – Enter this information so that OPSC can determine the local funding adjustment grant and calculate the district's matching share requirement.
- ☐ Section 7 – Enter applicable information for Division of the State Architect (DSA) Approval(s) related to the project. See additional information below.
- ☐ Section 8 – See the "Supporting Documentation" component of this checklist for detailed requirements.

Other Assistance Following a Natural Disaster Requests

- ☐ Section 1 –
  - ☐ Check that the applicable box to indicate whether the application is a "New" application requesting either a separate design apportionment or a full grant, or an "Amended" application if requesting a full adjusted grant for an application that previously received a separate design apportionment (Section a)
  - ☐ Check the applicable box to indicate the application is a request for "Other assistance following a natural disaster pursuant to Section 1859.84.2" and specify the type of assistance requested. Check the applicable box if the district is requesting a separate design apportionment (Section b)

- ☐ Section 2 – Check the applicable boxes and provide application numbers for any applications related to the impacted site that are currently on the OPSC Workload or Applications Received Beyond Bond Authority lists.
- ☐ Section 3 – Enter any prior SFP applications specific to the impacted site for which the district received SAB approval since the time of the natural disaster.
- ☐ Section 4 – Enter information related to the state of emergency the Governor declared for the natural disaster for which the district is requesting other assistance.
- ☐ Section 5 – Check the applicable box to indicate if the district is requesting financial hardship assistance.
- ☐ Section 6 – Enter this information so that OPSC can determine the local funding adjustment grant and calculate the district's matching share requirement.
- ☐ Section 7 – Enter applicable information for DSA Approval(s) related to the project. If the District is requesting a separate design apportionment under Section 1b of the Form SAB 195 and has selected "New" under Section 1a, the District shall leave this section blank. See additional information below.
- ☐ Section 9 – See the "Supporting Documentation" component of this checklist for detailed requirements.

Section 7

Indicate whether there are any DSA plan approvals associated with the district's plans and specifications for the project. If so, enter the DSA Approval date and submit a copy of the relevant DSA approvals. If DSA plan approval(s) are pending review, or if the district has an exemption, please indicate so within the applicable narrative. If the application shares plans and specifications with at least one additional SFP application, check the applicable box and provide the additional documentation outlined on the Form SAB 195.

Section 8 (Interim Housing) and Section 9 (Other Assistance) Narratives

Include a chronological narrative of circumstances and any other information relevant to the district's request.

SUPPORTING DOCUMENTATION

Interim Housing Assistance Following a Natural Disaster Narrative

Although unique circumstances may affect what documentation is sufficient to support an interim housing request, typically required information and documentation is listed below for your reference. For any unavailable documentation, please add a brief explanation as to why the documentation does not apply. Other substantiating documentation may be attached as necessary to support the district's request.

Have affected facilities been vacated? ☐ **Yes** ☐ **No**

If Yes, describe how students are currently being housed:

Estimated project cost (100%): $ _____

☐ **Insurance Proceeds**

Is the district eligible for insurance compensation for interim housing related to the conditions at the site? ☐ **Yes** ☐ **No**

If Yes, indicate estimated amount the district may receive, or has received from insurance coverage related to interim housing: _____

☐ **Other Government Disaster Assistance**

Has the district applied for any other government disaster assistance for interim housing related to the conditions at the site? ☐ **Yes** ☐ **No**

If Yes, indicate estimated amount the district may receive, or has received from other government disaster assistance related to interim housing: _____

When possible, include a copy of the insurance policy. If the district has not received insurance proceeds or other government disaster assistance attributable to costs of interim housing, the district must provide an estimate of insurance proceeds and/or any other government disaster assistance the school district reasonably expects to receive for interim housing expenses, a narrative indicating the necessity for interim housing assistance prior to the receipt of insurance proceeds or any other government disaster assistance for this purpose, and acknowledgement of the reporting requirement and potential future adjustment to any Apportionment pursuant to SFP Regulation Section 1859.84.1(c).

The district should include the background and circumstances that prompted the district's request for funding, inclusive of the following:

- Information relevant to the request, such as the amount requested, the anticipated duration of any interim facilities lease, and whether the request includes the design, placement, site development, and/or equipment costs associated with the leased or purchased facilities.
- A statement explaining why the SAB should grant the district's request based on law, regulation, or another basis.

☐ **Actual Costs or Detailed Cost Estimate to Lease/Purchase Portables**

This documentation should include the actual costs of the portable classroom(s) and/or ancillary facilities, including but not limited to invoices, lease agreements, or purchase agreements. If actual costs are not available, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request. This documentation, if possible, should include, but is not limited to any work associated with placing the portable classroom(s) and/or ancillary facilities on site.

Other Assistance Following a Natural Disaster Narrative

The narrative is intended to explain the natural disaster for which the Governor declared a state of emergency, as well as provide substantive documentation and information to justify the district's request. Although unique circumstances may affect what documentation is sufficient to support these requests, typically required information and documentation is listed below for your reference. For any unavailable documentation, please add a brief explanation as to why the documentation does not apply. Other substantiating documentation may be attached as necessary to support the district's request.

Have affected facilities been vacated? ☐**Yes** ☐**No**

If Yes, describe how students are currently being housed:

Estimated project cost (100%): $_____

☐ **Insurance Proceeds**

Is the district eligible for insurance compensation for the same purpose or scope of work in the request, related to the conditions at the site? ☐**Yes** ☐**No**

If Yes, indicate the actual amount or estimated amount the district may receive, or has received from insurance coverage related to the same purpose or scope of work in the request: _____

☐ **Other Government Disaster Assistance**

Has the district applied for any other government disaster assistance for the same purpose or scope of work in the request, related to the conditions at the site? ☐**Yes** ☐**No**

If Yes, indicate estimated amount the district may receive, or has received from other government disaster assistance related to the same purpose or scope of work in the request: _____

When possible, include a copy of the insurance policy. If the district has not received insurance proceeds or other government disaster assistance for the same purpose or scope of work in the request, the district must provide an estimate of insurance proceeds and/or any other government disaster assistance the school district reasonably expects to receive for the same purpose or scope of work in the request. Additionally, the district must provide a narrative indicating the necessity for the requested assistance prior to the receipt of insurance proceeds or any other government disaster assistance for this purpose, and acknowledgement of the reporting requirement and potential future adjustment to any Apportionment pursuant to SFP Regulation Section 1859.84.2(f).

The district should include the background and circumstances that prompted the district's request for funding, inclusive of the following:

- Information relevant to the request, such as the amount requested and information that demonstrates funding from insurance proceeds and other government disaster assistance is insufficient to rehabilitate or reconstruct school facilities that existed at the time of the natural disaster.
- A statement explaining why the SAB should grant the district's request based on law, regulation, or another basis.
- Justification if the application requests funding in lieu of an application pursuant to Sections 1859.82.1 or 1859.70.

☐ **Previous Applications (Submitted/Approved)**

If the district indicated any applications under Sections 2 or 3, the district must elaborate in the narrative how the current request is related to the previous applications and the reason the current request is necessary.

☐ **Actual Costs**

This documentation should include the actual costs of the associated project, including but not limited to invoices. If actual costs are not available, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request.

STATE OF CALIFORNIA
GRANT AGREEMENT [INTERIM HOUSING ASSISTANCE FOLLOWING A NATURAL DISASTER]
SCHOOL FACILITY PROGRAM
(New xx/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

Office of Public School Construction Application Number: _____

GENERAL INFORMATION

Grantee Name: _____

School Name: _____

Grant Amount: _____ of which _____ is Financial Hardship Assistance.

Authority: _____ [relevant Bond Act(s)]

SFP Program Funding Source: _____
(e.g., New Construction, Modernization)

Future Priority Funding Rounds: _____
(first priority funding window, second priority funding window)

PROJECT DESCRIPTION

Type of Work: _____ (e.g., Installation of Portable Classrooms and/or other ancillary facilities, including necessary site work, etc.)

Number of Portable Classrooms:

_____

Agreement includes grants for ancillary facilities, as follows: _____

_____

Financial Hardship Approval Date: _____

Financial Hardship Status is valid until: _____ (date)

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Application for Natural Disaster Assistance (Form SAB 195), executed by the District Representative on XXXXX.
- Plan Approval letter from the California Department of Education dated XXXXX
- Division of the State Architect Approval letter(s) dated XXXXX for DSA Application Number(s) YYYY.

- Financial Hardship Approval Letter from the Office of Public School Construction dated XXXXX.
- Bridge Financing Approval Letter from the Office of Public School Construction dated XXXXX.

A copy of the documentation listed here is available as part of the project file maintained by OPSC and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 2, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

GRANT DESCRIPTION

The Grant funds are awarded generally for purposes of the lease or the purchase of portable classrooms and/or ancillary facilities for school districts impacted by a natural disaster for which the Governor has declared a state of emergency.

_____

_____.

Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of the State Allocation Board.

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Change of Scope” means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Expenditure Report" means the Form SAB 50-06 Expenditure Report and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Form SAB 195" means the *Application for Natural Disaster Assistance* (Form SAB 195) (New xx/25), which is incorporated by reference.

"Fund Release Application" means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

"Grantee Representative" means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

"Interim Housing" means the rental or lease of Classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities; or the lease or purchase of Classrooms or ancillary facilities including but not limited to, restrooms, administrative space, or minimum essential facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

"Office of Public School Construction (OPSC)" means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

"Savings" means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee's efficient and prudent expenditure of Grants.

"School District" shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

"School Facility Program (SFP)" means the programs implemented under the Act.

"State" means the State of California.

"Unfunded List (Lack of AB 55 Loans)" means an information list of unfunded projects that was created due to the state's inability to provide interim financing from the Pooled Money

Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.
(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the State Allocation Board approves the Project for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Form SAB 195.

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) $ _____ in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
   Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70;)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

   i. The Form SAB 195 was accepted on _____ (date) and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.

   ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Form SAB 195 for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.

iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.

iv. Upon receipt of the final amendments to the Form SAB 195, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.90, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 195 certifications)

1. Grantee certifies that the Project complies with all labor and public contract laws, as applicable.

Project Execution Signature
All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable. X _____ Date

(Authority: Form SAB 195 certifications)

D. Receiving and General Usage of Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about, provided this Agreement has been fully executed and the State Allocation Board provides its approval, at the _____ (Month, Year Board date) meeting.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

E. Program Reporting Requirements

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than _____ (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered along with a copy of the encumbrance documents and a copy of the plan approval letter from the Division of State Architect.
- No later than _____ the Grantee will submit an annual project status report until project completion.
- In perpetuity, the Grantee will report any insurance and other government disaster proceeds received for the same scope of work as this project.

F. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail. All financial accounts, documents and records for the project must be retained until an audit by the Office of Public School Construction has been conducted and completed.
Financial accounts, documents, and records may be retained electronically.

If the school district submitted a web-based five-year facilities master plan, the website and all links must remain accessible until the State Controller's Office has certified the audit for the project.

G. Repayment of Grant Funds

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

H. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair

Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

I. Compliance with Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The Grantee is notified that compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the 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). Failure to comply may result in the termination of contracts or grants, as applicable.

J. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

K. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

L. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

M. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT)	PHONE NUMBER
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE
NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

STATE OF CALIFORNIA
GRANT AGREEMENT [OTHER ASSISTANCE FOLLOWING A NATURAL DISASTER]
SCHOOL FACILITY PROGRAM
(New xx/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

Office of Public School Construction Application Number: _____

GENERAL INFORMATION

Grantee Name: _____

School Name: _____

Grant Amount: _____ of which _____ is Financial Hardship Assistance.

Authority: _____ [relevant Bond Act(s)]

SFP Program Funding Source: _____
(e.g., New Construction, Modernization)

Future Priority Funding Rounds: _____
(first priority funding window, second priority funding window)

PROJECT DESCRIPTION

Type of Work: _____ (e.g., Replacement work funded with New Construction grants, Rehabilitation work funded with Modernization grants, etc.)

New School or an Existing Site: _____

Agreement includes grants for the following scope of work, as follows: _____
_____

Number of Classrooms: _____
Or
Square Footage Constructed: _____ Toilet Area Sq. Ft.
_____ Other Area Sq. Ft.

Agreement includes grants for other non-facilities not listed above, as follows: _____
_____

Financial Hardship Approval Date: _____

Financial Hardship Status is valid until: _____ (date)

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Application for Natural Disaster Assistance Funding (Form SAB 195)
- Plan Approval letter from the California Department of Education dated XXXXX
- Division of the State Architect Approval letter(s) dated XXXXX for DSA Application Number(s) YYYY.
- Financial Hardship Approval Letter from the Office of Public School Construction dated XXXXX.
- Bridge Financing Approval Letter from the Office of Public School Construction dated XXXXX.

A copy of the documentation listed here is available as part of the project file maintained by OPSC and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 2, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

GRANT DESCRIPTION

The Grant funds are awarded generally for purpose of

_____

_____.

Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of the State Allocation Board.

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Change of Scope” means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to

classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

"Expenditure Report" means the Form SAB 50-06 Expenditure Report and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

"Financial Hardship" means State funding for all or a portion of the Grantee's matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

"Form SAB 195" means the *Application for Natural Disaster Assistance* (Form SAB 195) (New xx/25), which is incorporated by reference. "Fund Release Application" means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

"Funding Application" means the Form SAB 50-04, Application for Funding, or the Form SAB 50- 09, Application for Charter School Preliminary Apportionment, or the Form SAB 50-10, Application for Career Technical Education Facilities Funding, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

"Fund Release Application" means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

"Grantee Representative" means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

"Interim Housing" means the rental or lease of Classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities; or the lease or purchase of Classrooms or ancillary facilities including but not limited to, restrooms, administrative space, or minimum essential facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

"Modernization" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

"New Construction" means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“Savings” means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee’s efficient and prudent expenditure of Grants.

“School District” shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

“School Facility Program (SFP)” means the programs implemented under the Act.

“State” means the State of California.

“Unfunded List (Lack of AB 55 Loans)” means an information list of unfunded projects that was created due to the state’s inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the State Allocation Board approves the Project for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee’s matching funds, including interest generated by the Grants, is expended, and when all of the Parties’ obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Form SAB 195.

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) $_____ in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

   Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70;)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

i. The Form SAB 195 was accepted on _____ (date) and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.

ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Form SAB 195 for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.

iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.

iv. Upon receipt of the final amendments to the Form SAB 195, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.90, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 195 certifications)

1. Grantee certifies that the Project complies with all labor and public contract laws, as applicable.

Project Execution Signature
All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable. X _____ Date

(Authority: Form SAB 195 certifications)

D. Receiving and General Usage of Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about, provided this Agreement has been fully executed and the State Allocation Board provides its approval, at the _____ (Month, Year Board date) meeting.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. A maximum of 5% of the total funds may be used for Grantee's administrative and/or overhead costs associated with the Grant. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

E. Program Reporting Requirements

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than _____ (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered along with a copy of the encumbrance documents and a copy of the plan approval letter from the Division of State Architect.
- No later than _____ the Grantee will submit a project status report.
- No later than _____ the Grantee will submit a final Expenditure Report and a narrative summary of the project outcome.
    - Report format is at the discretion of the Grantee; however, reports should be detailed enough to clearly demonstrate progress and that expenditures are connected to the project.
    - Submitted reports shall include a cover letter from the Grantee with a signed statement that the information submitted is true and accurate.
- In perpetuity, the Grantee will report any insurance and other government disaster proceeds received for the same scope of work as this project.

F. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail. All financial accounts, documents and records for the project must be retained until an audit by the Office of Public School Construction has been conducted and completed.

Financial accounts, documents, and records may be retained electronically.

G. Repayment of Grant Funds

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

H. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

I. Compliance with Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The Grantee is notified that compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the 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). Failure to comply may result in the termination of contracts or grants, as applicable.

J. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

K. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

L. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

M. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT)	PHONE NUMBER
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE
NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

STATE OF CALIFORNIA
FUND RELEASE AUTHORIZATION
SCHOOL FACILITY PROGRAM
SAB 50-05 (REV xx/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

GENERAL INFORMATION

(Refer to title 2, California Code of Regulations, sections 1859.90 and 1859.91)

After a School Facility Program (SFP) grant has been funded by the Board, the Office of Public School Construction (OPSC) will release the apportioned funds with the exception of design funds, to the appropriate county treasury once the district has completed and submitted this form to the OPSC. Design funds apportioned pursuant to Section 1859.81(e) will automatically be released to the district within 30 days of the following, whichever occurs last: an Apportionment or submittal by the district of a Grant Agreement pursuant to Section 1859.90.4, with the exception of Preliminary Apportionments.

The following documents must be submitted with this form (as appropriate):

1. Signature page of the contract(s) that meets the requirement for a fund release (Part v and/or vII).
2. Notice(s) to Proceed.
3. For projects for which construction contracts were awarded prior to January 1, 2012, and that require a Labor Compliance Program (LCP) pursuant to Labor Code Section 1771.7:
   - All school district and/or third party provider Department of Industrial Relations approval letters (initial, extension(s) and/or final).
   - Third party contract(s).
   - A written finding that the district has initiated and enforced, or had contracted with a third party to initiate and enforce, an LCP pursuant to Section 1859.97(a).
   - If the district is submitting this form pursuant to Section 1859.90.2 on or after July 1, 2013, and if the district's LCP approval or contract date with an approved third party is subsequent to the construction contract date(s), the district must have submitted an LCP third party's report, pursuant to Section 1859.97(b), at least 60 days prior to submitting this form.
4. For new construction projects that complete Part v attach:
   - Accepted bid documents including additive/deductive alternates.
5. A Grant Agreement for the project signed by an authorized District Representative.

For the purposes of completing this form to obtain a fund release for a Final Charter School Apportionment, a charter school shall be treated as a school district.

For the purposes of completing this form to obtain a fund release for a Final Career Technical Education Facilities Apportionment, a joint powers authority shall be treated as a school district.

Specific Instructions

Part I. Preliminary Apportionment—Design Only

Check the boxes if the district has current financial hardship status pursuant to Section 1859.81 and is requesting release of Preliminary Apportionment funds for design, engineering, and other preconstruction project costs. Attach to this form the California Department of Education (CDE) Letter pursuant to Section 1859.149(a)(2).

Part II. Preliminary Charter School Apportionment

Check the boxes if the charter school is requesting a release of a Preliminary Charter School Apportionment for design and/or separate site apportionment pursuant to Section 1859.164.2. Attach to this form the Charter School Agreements.

Part III. Separate Site Apportionment

Check the box, for release of a separate site apportionment provided pursuant to Sections 1859.75.1 or 1859.81.1 or for release of Preliminary Apportionment site only acquisition pursuant to 1859.153(b) or (c).

Part IV. Overcrowding Relief Grant - Advance Site Funds

Check the boxes if the district is requesting an advance release of funds pursuant to Section 1859.184.1.

Part V. New Construction/Modernization/Charter School Rehabilitation

Check the box(es) for release of new construction, modernization or rehabilitation funds and enter the following:

a. Date of written approval by the Division of the State Architect (DSA).
b. Enter the percent of the construction the district has under binding contract(s).
c. Issue date of the Notice to Proceed for the construction phase of the project(s); and,
d. Award date(s) of the construction contract(s) entered into by the district for this project. (If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)

For Final Charter School Apportionment attach to this form the Charter School Agreements if not previously submitted or if since revised.

Part VI. New Construction—Site Acquisition Only

Check the boxes if the district is requesting a separate release of site acquisition funds as part of a new construction project.

Part VII. Joint-Use Projects

Check the boxes if the district is requesting release of joint-use project funds.

Part VIII. Identify District and Joint-Use Partners' Funding Sources

Check the appropriate box(es) that identify the district funding sources that have or will be used for the district's share of the project.

Part IX. Career Technical Education Facilities Projects

Check the appropriate box(es) in Part IX if the district is requesting a release of Career Technical Education Facilities funds.

Part X. Natural Disaster Assistance Projects

Check the appropriate box(es) in Part X if the district is requesting a release of Natural Disaster Assistance funds.

Part XI. Identify District's Construction Delivery Method

Check the appropriate box that identifies the construction delivery method that the district utilized for this project.

Part XII. Submittal of Project Grant Agreement

Check the appropriate box that identifies the timing of the submittal of the signed Grant Agreement for the project.

STATE OF CALIFORNIA
FUND RELEASE AUTHORIZATION
SCHOOL FACILITY PROGRAM
SAB 50-05 (REV xx/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SCHOOL DISTRICT	APPLICATION NUMBER
SCHOOL NAME	FIVE-DIGIT DISTRICT CODE NUMBER (SEE CALIFORNIA PUBLIC SCHOOL DIRECTORY)
COUNTY	HIGH SCHOOL ATTENDANCE AREA (HSAA) (IF APPLICABLE)

Part I. Preliminary Apportionment—Design Only

☐ The district certifies it has complied with Section 1859.149(a).

☐ The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

☐ The district certifies that it currently has Financial Hardship status under the provisions of Section 1859.81.

Part II. Preliminary Charter School Apportionment

A. Design Only

Pursuant to Section 1859.164.2(a), must be able to check all boxes:

☐ The Charter School certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the Charter School for the project
- will be expended by the Charter School prior to the Notice of Completion for the project

☐ The Charter School certifies it has current financial soundness status from the California School Finance Authority.

☐ The Charter School certifies it has entered into the Charter School Agreements pursuant to Section 1859.164.2.

B. Separate Site Apportionment

Pursuant to Section 1859.164.2(b), must be able to check all boxes:

☐ Release site acquisition funds. The Charter School certifies the funds are needed to place on deposit in order to secure the site acquisition.

☐ The Charter School certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the Charter School for the project
- will be expended by the Charter School prior to the Notice of Completion for the project

☐ The Charter School certifies it has current financial soundness status from the California School Finance Authority.

☐ The Charter School certifies it has entered into the Charter School Agreements pursuant to Section 1859.164.2.

Part III. Separate Site Apportionment

☐ RA on additions to existing school sites pursuant to Section 1859.74.4.

Pursuant to Sections 1859.75.1 or 1859.81.1, district must be able to check both boxes:

☐ Release site acquisition funds. The district certifies the funds are needed to place on deposit in order to secure the site acquisition.

☐ The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

Part IV. Overcrowding Relief Grant - Advance Site Funds

Pursuant to Section 1859.184.1, districts that have received Financial Hardship approval that are acquiring sites through condemnation must be able to check all boxes:

☐ Release site acquisition funds. The district certifies the funds are needed to place on deposit in order to secure the site acquisition.

☐ The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

☐ The district certifies that it will produce an order of prejudgment possession once obtained from the court, and prior to any additional fund releases for the project.

Part V. New Construction/Modernization/Charter School Rehabilitation

District/Charter School must be able to check all boxes:

☐ The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

☐ The district certifies it has entered into a binding contract(s) for _____ percent of the construction (must be at least 50 percent of the construction included in the plans and specifications applicable to the state funded project), which received written DSA approval on _____, and has issued the Notice(s) to Proceed on _____ for that contract(s) awarded on _____.
(If the space provided is not sufficient for all applicable contract dates, please list all dates on a separate attachment to this form.)

☐ If the district certified compliance with Education Code Section 17070.955 on its Application for Funding (Form SAB 50-04) and if it was not previously sent with the Form SAB 50-04, then the district must submit written confirmation from the district's career technical advisory committee indicating that the need for vocational and career technical facilities is being adequately met within the district consistent with Education Code Sections 51224, 51225.3(b), 51228(b), and 52336.1.

The Charter School must also be able to check the following box:

☐ The Charter School certifies it has entered into the Charter School Agreements pursuant to Section 1859.164.2.

The amount of State funds released for new construction shall be 100 percent of the total SFP New Construction Adjusted Grant, less any site acquisition funds previously released in Part III.

The amount of State funds released for modernization shall be 100 percent of the SFP Modernization Adjusted Grant.

STATE OF CALIFORNIA
FUND RELEASE AUTHORIZATION
SCHOOL FACILITY PROGRAM
SAB 50-05 (REV XX/25)

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

Part VI. New Construction—Site Acquisition only

District must be able to check both boxes:

☐ The district certifies it has entered escrow for the site (attach copy of escrow instructions).

☐ The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

The amount of State funds released shall be equal to the additional grant provided for site acquisition.

Part VII. Joint-Use Projects

☐ The district certifies that the Joint-Use Partners' financial contribution has either:
- been received and deposited in the County School Facility Fund
- has been received and expended by the district
- will be received and expended by the district prior to the Notice of Completion for the project

☐ The district certifies it has entered into a binding contract(s) for _____ percent of the construction (must be at least 50 percent of the construction included in the plans and specifications applicable to the state funded project), and has issued the Notice to Proceed on _____ for that contract signed on _____.

The amount of State funds released for new construction shall be 100 percent of the Joint-Use Grant.

Part VIII. Identify District and Joint-Use Partners' Funding Sources

☐ Available bond funds such as general obligation, or Mello-Roos.

☐ Available developer fees, proceeds from the sale of surplus property, or federal grants.

☐ Other funds available (identify)

☐ Funds already expended by the district for the project.

☐ Funds already expended by the Joint-Use Partners for the project.

☐ Future revenue sources to be used for the project (identify)

Part IX. Career Technical Education Facilities Projects

☐ The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

☐ If the district requested a loan for its matching share pursuant to Section 1859.194, the district certifies that it has entered into a loan agreement with the State.

Part X. Natural Disaster Assistance Projects

☐ The district certifies it has complied with Section 1859.81.1.

☐ The district certifies that its applicable matching share has either:
- been deposited in the County School Facility Fund
- has already been expended by the district for the project
- will be expended by the district prior to the Notice of Completion for the project

Part XI. Identify District's Construction Delivery Method

☐ Design-Bid-Build

☐ Design-Build

☐ Developer Built

☐ Lease Lease-Back

☐ Energy Performance Contract

☐ This project includes or will include piggyback contract(s), as defined in Section 1859.2

☐ Other: _____

Part XII. Signed Grant Agreement

☐ The district has already submitted the signed Grant Agreement for this project.

☐ The signed Grant Agreement for this project accompanies this Form.

I certify, as the District Representative, that the information reported on this form is true and correct and that:

- I am an authorized representative of the district as authorized by the governing board of the district; and
- The site where buildings will be modernized or rehabilitated must comply with Education Code Sections 17212, 17212.5, and 17213; and,
- The grant amount provided by the State, combined with local matching funds or the Joint-Use Partner's financial contribution, are sufficient to complete the school construction project, unless the request is for a separate site and/or design apportionment; and,
- The district has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,
- This project for which the grant amount is provided complies with Education Code Sections 17070.50 and 17072.30; and,
- The district shall certify at the time of a fund release for the project that it complies with Section 1859.90.4.
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail; and,
- If required by Labor Code Section 1771.7, the district has initiated and enforced an LCP that has been approved by the DIR.
- If required by Labor Code Section 1771.3(a) in effect on January 1, 2012 through June 19, 2014, DIR has or will perform the required Prevailing Wage Monitoring and Enforcement for the project, or the requirement is waived pursuant to Labor Code Section 1771.3(b) in effect on January 1, 2012 through June 19, 2014. The district understands that if it fails to meet this requirement, it will be required to repay all state bond funds received including interest.

SIGNATURE OF DISTRICT OR JPA	DATE
NAME OF DISTRICT OR JPA REPRESENTATIVE (PRINT)	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER

OFFICE OF PUBLIC SCHOOL CONSTRUCTION
STAKEHOLDER MEETING
February 13, 2025

PROPOSED AMENDMENTS TO THE SCHOOL FACILITY PROGRAM FOR INTERIM HOUSING

PURPOSE

To discuss and receive stakeholder feedback resulting from Assembly Bill (AB) 247, the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), which was approved by a majority of California's voters on November 5, 2024. Proposition 2 adds Education Code (EC) Section 17075.20, which allows the State Allocation Board (Board) to provide assistance for purposes of procuring interim housing and providing other assistance for school districts and county offices of education (COEs) that are impacted by a natural disaster for which the Governor has declared a state of emergency.

AUTHORITY

See Attachment A6a.

BACKGROUND

Proposition 2 provides the authority for the Board to fund interim housing following a natural disaster for which the Governor has declared a state of emergency. With the addition of EC Section 17075.20(b), it also expands the qualifying criteria for the Facility Hardship Program to include school districts and COEs that have been determined by the Board to be impacted by natural disaster when a declaration of emergency has been made by the Governor.

Prior to the passage of Proposition 2, the School Facility Program (SFP) provided grants for the replacement or repair of school facilities lost or destroyed as a result of a disaster under the Facility Hardship Program, which was created by the statutory authority of EC Section 17075.10 as it read on January 1, 2024. The Facility Hardship Program includes the Seismic Mitigation Program, which provides grants for school facilities at risk for collapse in a seismic event. Funding assistance may be provided in cases of extraordinary circumstances that have caused an imminent health and safety threat to students and staff. One of the qualifying criteria for the program is to have governmental concurrence of the existence of a health and safety threat. The prior statutory authority for these programs did not authorize grants for interim housing, but did allow expenditures on interim housing.

BACKGROUND (cont.)

EC Section 17075.20 – Summary of Provisions

The newly added EC Section 17075.20 is inclusive of subdivisions (a) through (e). A summary of each follows:

Subdivision (a), notwithstanding any other law, allows the Board to provide assistance for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and COEs impacted by a natural disaster for which the Governor has declared a state of emergency. In addition, funds provided shall supplement funding from insurance or any other local, state, or federal government disaster assistance.

Subdivision (b) qualifies school districts and COEs that are impacted by a natural disaster as described in (a) to have met the requirements set forth in EC Section 17075.10, which is known as the Facility Hardship Program in SFP Regulation Section 1859.82. Under the program, districts and COEs can receive funding to replace lost or damaged necessary school facilities.

Subdivision (c) allows school districts and COEs to retain savings from a project that received funds under this section and to use those savings for other high-priority capital outlay purposes consistent with the requirements of EC Section 17070.63(c).

Subdivision (d)(1) indicates that a grant pursuant to this section will not affect the applicant's eligibility for the School Facility Program, except as specified in subdivision (d)(2).

Subdivision (d)(2) specifies that portable classrooms purchased pursuant to (a) shall be included in the determination of eligibility for new construction funding, pursuant to EC Section 17071.75. This means that any such portable classrooms must be included in a district's classroom inventory during establishment of new construction eligibility or added to a district's existing inventory via an adjustment to new construction eligibility if already established.

Subdivision (e) indicates that the Board may provide any other assistance to a school district or COE determined by the Board to be impacted by a natural disaster described in (a).

Other References

Governor's Declaration of a State of Emergency
Government Code (GC) 8625 outlines the criteria by which a state of emergency may be declared by the Governor, which is issued by means of an Executive Order. Government Code (GC) 8558(b) defines "state of emergency" as "…the duly

BACKGROUND (cont.)

proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions…"

An Executive Order can include provisions that expedite response activities, such as debris removal and cleanup; authorize state agencies to expedite the procurement of resources; and suspend various legal and procedural requirements to facilitate rapid response and recovery, including contracting and bidding laws.

California Disaster Assistance Act
The California Disaster Assistance Act (CDAA) provides financial assistance to local jurisdictions for the repair, restoration, or replacement of public real property damaged or destroyed by a disaster. CDAA programs only become available after the Governor has proclaimed a state of emergency exists. In general, the state will cover no less than 75 percent of the eligible costs.

Among the eligible costs, the following are allowable components:

- Repair, permanent restoration, and replacement costs for public facilities.
- Supplies, materials, and equipment.
- Costs for work performed under interagency assistance agreements for which an eligible applicant is legally obligated to pay.
- The local cost share required under federal public assistance programs.

This assistance is requested by a city (mayor or chief executive), county (chairman of a board of supervisors of county administrative officer). A city or county can apply for this funding on behalf of a school district or COE.

Federal Emergency Management Agency
The Federal Emergency Management Agency (FEMA) provides Public Assistance grants through coordination with the California Governor's Office of Emergency Services to support community recovery from disasters regarding debris removal, life-saving emergency protective measures, and restoration of public infrastructure. This program only becomes available once a Federal Major Disaster Declaration is declared. For permanent work required to restore a facility to its pre-disaster design (size and capacity), FEMA assists with roads and bridges, water control facilities, public buildings and contents, public utilities, and parks, recreational, and other facilities, such as schools.

STAFF ANALYSIS/DISCUSSION

OPSC recognizes that there are many considerations related to the development of regulations for the added EC Section 17075.20 and understands the importance of connecting with stakeholders related to the development of new regulations. As a result, OPSC has several questions and scenarios listed below in an effort to open the conversation and receive feedback related to initial thoughts for this item. Proposed regulations will be presented at a future stakeholder meeting.

1. *Who is eligible for this grant?*

   EC 17075.20 (a) states that a school district or COE can apply for this assistance when it is impacted by a natural disaster for which the Governor has declared a state of emergency. The statute does not authorize charter schools to apply directly for this assistance, but a school district can apply on behalf of a charter school that occupied district-owned facilities impacted by a natural disaster for which the Governor has declared a state of emergency.

2. *What constitutes a natural disaster as it relates to this statute?*

   To meet the criteria in EC Section 17075.20, the Governor must have declared a state of emergency for the natural disaster. Based on research of other state entities and the SFP, OPSC interprets a natural disaster to include events such as, earthquakes, wildfires, floods, landslides, storms, hurricanes, tsunamis, and other natural catastrophes.

3. *What does the term "impacted" mean in the context of this statute and to whom does it apply?*

   OPSC interprets the impacted district or COE as a district or COE with facilities that were lost or damaged as a result of the natural disaster for which the Governor has declared a state of emergency. For instance, if a district's facilities are flooded in an event the Governor declared a state of emergency and pupils must be relocated, the district would be eligible to receive assistance pursuant to this statute.

4. *What is Interim Housing?*

   Currently, SFP Regulation Section 1859.2 defines *Interim Housing* as "the rental or lease of classrooms used to house pupils temporarily displaced as a result of the modernization of classroom facilities." Because this definition is limited to modernization projects, OPSC proposes that a new definition that is inclusive of housing for pupils who have been displaced due to a natural disaster is necessary.

STAFF ANALYSIS/DISCUSSION (cont.)

5. *What does funding for the interim housing look like?*

   Providing funding for interim housing as reimbursement of actual costs, documented in the form of invoices or lease agreements for portable classrooms, would provide reassurance that the amount of funding provided is reasonable based on the actual costs of interim housing. Additionally, a reimbursement model would facilitate verification that the number pupils housed substantiates the number of portables leased or acquired by the district or COE.

   However, OPSC recognizes that limiting interim housing assistance to reimbursement of costs incurred may present a barrier for some school districts that need to accommodate displaced pupils expeditiously, but are faced with up-front costs of interim housing potentially before they receive funding from insurance or government assistance.

   OPSC seeks stakeholder input on this issue.

6. *What are the criteria for "supplementing funding from insurance or any other local, state, or federal government disaster assistance"?*

   EC Section 17070.20(a) specifies that the allocated funds shall *supplement* funding from insurance or any other local, state, or federal government disaster assistance. To ensure that financial assistance provided does not duplicate funds provided by insurance and other government disaster assistance, a district would ideally first seek funding from these sources prior to submitting a request to the Board for consideration. In this case, the SFP would cover longer-term interim housing needs and other funding sources would cover the urgent, short-term interim housing needs.

   In addition to the sources mentioned above in Background, the California Disaster Assistance Act provides assistance for eligible costs such as the repair, permanent restoration, and replacement costs for public facilities, but not for purposes of procuring interim housing.

7. *What is the funding source for interim housing?*

   EC Section 17075.20 does not specify a source from which interim housing assistance will be provided. OPSC proposes interim housing costs would be funded from New Construction bond authority regardless of whether the subsequent project would repair or replace facilities. The program would house pupils on a temporary, or potentially permanent basis, which is consistent with the purpose of the New Construction program. If the school district intends to keep the interim housing for classroom use beyond five years of usage, the

STAFF ANALYSIS/DISCUSSION (cont.)

school district's new construction eligibility baseline would be adjusted for the additional capacity.

8. *How will funding amounts be determined?*

In keeping with the proposed New Construction source of funds, OPSC proposes that funding for interim housing, whether it is leased or purchased, be provided on a 50 percent state and 50 percent local share basis. Further, to align with the new statutory provision of the sliding scale for the local share, OPSC proposes that the state and local share percentages would be determined by the method outlined in EC Section 17070.59. Additionally, OPSC proposes that a school district or COE applying for interim housing assistance that is also eligible for SFP Financial Hardship assistance would qualify for additional state assistance and a commensurate reduction in the required local share in accordance with Financial Hardship program provisions.

9. *What if the construction or rehabilitation project takes longer than five years and the interim housing is still being used?*

If a portable classroom being leased by a district is on the site for longer than five years from the date of placement on site, SFP regulations currently require an adjustment to be made to the New Construction baseline. However, depending on the magnitude of the natural disaster, districts may need longer than five years to replace necessary facilities.

SFP Regulation Section 1859.51(i)(5) provides that if a portable classroom needs to be leased beyond five years to provide interim housing during a modernization or new construction project, the Board may approve up to a three-year extension for each qualifying project. In this case, the district must submit an extension request to OPSC to approve the use of leased portable buildings beyond the five-year period in addition to a narrative outlining the circumstances leading to this request. This request is then presented to the Board for approval.

In an effort to track the leased portables under this assistance, OPSC proposes a reporting requirement for districts using interim housing on a site, to provide an annual report (from the date the facilities are placed on site until they are removed) to OPSC, reporting if the facilities have been removed and/or replaced, or if they remain on the property. EC Section 17075.20 indicates that the Board may provide assistance for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms. If it is more cost effective to do so, the district may elect to purchase the portable classrooms.

STAFF ANALYSIS/DISCUSSION (cont.)

Because districts have a choice of either leasing or purchasing portable classrooms to serve as interim housing, OPSC suggests establishing a requirement for school districts to submit an annual progress report on the status of replacement projects.

10. *Could interim housing become permanent housing?*

The statute allows districts to lease or acquire portable classrooms to meet interim housing needs. If a district elects to acquire portable classrooms, subdivision (d)(2) states that "…a portable classroom *purchased* pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75." This means that it will be included in a district's classroom inventory during establishment of new construction eligibility or added to a district's existing inventory via adjustment to new construction eligibility if already established.

11. *What is the effective date when districts may request assistance?*

AB 247 was signed into law on July 3, 2024. Therefore, OPSC proposes that districts that incurred expenditures due to a natural disaster event for which the Governor has declared a state of emergency that is "open", as listed on the California Governor's Office of Emergency Services website may request assistance for reimbursement of executed contracts or expenditures dated on or after July 3, 2024.

Open state of emergency proclamations may be found here: Emergency Proclamations | California Governor's Office of Emergency Services

12. *What does "any other assistance" under EC Section 17075.20(e) mean?*

OPSC interprets this provision to mean that the Board has the discretionary authority to provide additional financial support to districts beyond funds to lease or acquire portable classrooms, which may vary with different types of natural disasters.

13. *What documentation is required to request this assistance?*

In accordance with the action approved by the Board at its December 2024 meeting, an impacted district would submit a *School District Appeal Request* (Form SAB 189) to request interim housing assistance or any other assistance resulting from a natural disaster event for which the Governor has declared a state of emergency.

STAFF ANALYSIS/DISCUSSION (cont.)

The district's request should include information related to the event as well as of the demonstration of efforts to use other local, state, federal and insurance resources to cover these costs.

AUTHORITY

Education Code (EC) Section 17075.20 – Hardship Application

(a) Notwithstanding any other law, the board may provide assistance under this chapter for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and county offices of education impacted by a natural disaster for which the Governor has declared a state of emergency. The allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance.
(b) For purposes of this section, and notwithstanding any other section of this chapter, school districts and county offices of education determined by the board to be impacted by a natural disaster as described in subdivision (a) are deemed to meet the requirements set forth in Section 17075.10.
(c) Notwithstanding any other law, a school district or county office of education that receives assistance under this section shall be entitled to retain savings from a project and use those savings for other high-priority capital outlay purposes consistent with the requirements of subdivision (c) of Section 17070.63.
(d) (1) A grant provided pursuant to this section shall not affect the applicant's eligibility for any other program under this chapter.
(2) Notwithstanding paragraph (1), a portable classroom purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75.
(e) The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster as described in subdivision (a).

(Added by Stats. 2024, Ch. 81, Sec. 19. (AB 247) Effective July 3, 2024. Operative November 6, 2024, pursuant to Sec. 30 of Ch. 81.)

Other Statutory References

Government Code (GC) 8558 – General Definitions

Three conditions or degrees of emergency are established by this chapter:
(a) "State of war emergency"…
(b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a

Other Statutory References (cont.)

"state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.
…

GC 8625 – State of Emergency

The Governor is hereby empowered to proclaim a state of emergency in an area affected or likely to be affected thereby when:
(a) He finds that circumstances described in subdivision (b) of Section 8558 exist; and either
(b) He is requested to do so (1) in the case of a city by the mayor or chief executive, (2) in the case of a county by the chairman of the board of supervisors or the county administrative officer; or
(c) He finds that local authority is inadequate to cope with the emergency.

EC 17070.35 – General Provisions

Link: EC Section 17070.35

EC Section 17070.59 – General Provisions

Link: EC Section 17070.59.

Other Statutory References (cont.)

EC Section 17070.63 – General Provisions

…
(c) Any savings achieved by the district's efficient and prudent expenditure of these funds shall be retained by the district in the county fund for expenditure by the district for other high priority capital outlay purposes.
…

EC Section 17075.10 – Hardship Application

(a) (1) For health and safety projects for school facilities that are determined by the department to pose an unacceptable risk of injury to occupants in the event of a seismic event, a school district shall demonstrate both of the following to the satisfaction of the board:
(A) That due to unusual circumstances that are beyond the control of the school district, excessive costs need to be incurred in the construction of school facilities.
(B) That the facilities are needed to ensure the health and safety of pupils if the health and safety of pupils is at risk.
(2) For purposes of paragraph (1), health and safety projects include projects to replace the most vulnerable school facilities that are identified as a Category 2 building, as defined in the report submitted pursuant to Section 17317.
(b) (1) A school district is eligible for health and safety funding to replace, reconstruct, or construct new classrooms and related facilities if the school district demonstrates there is a threat to the health and safety of pupils. To determine the applicable grant amounts, the district shall prepare and submit to the department a cost-benefit analysis that compares the minimum cost to remain in the classroom or related facility and mitigate the health and safety problem with the current replacement cost.
(2) The project qualifies for modernization funding if the minimum cost is less than 50 percent of the current replacement cost of the classroom or related facility.
(3) The project qualifies for replacement facilities if the cost-benefit analysis prepared pursuant to paragraph (1) demonstrates that the cost to remain in the classroom or related facility and mitigate the problem is at least 50 percent of the replacement value.
(c) The department shall develop regulations to define eligible health and safety projects that meet the requirements of subdivisions (a) and (b) for purposes of project approval by the board.

EC Section 17071.75 – New Construction Eligibility Determination

Link**:** EC Section 17071.75.

February 28, 2025

Communications Team
Office of Public School Construction (OPSC)
707 Third St, 4th Floor
West Sacramento, CA 95605

RE: FEEDBACK ON TOPICS PRESENTED DURING FEBRUARY 13, 2025 STAKEHOLDER MEETING FOR IMPLEMENTATION OF PROPOSITION 2 FOR THE SCHOOL FACILITY PROGRAM

To Whom it May Concern:

Hancock Park & DeLong, Inc. appreciates the opportunity to continue providing feedback regarding the topics presented during the second Proposition 2 Implementation meeting held on February 13, 2025. Below is a summary of our comments and concerns:

- **Topic 6 – Interim Housing and Natural Disaster Assistance**
  - We appreciate OPSC recognizing that the costs for interim housing assistance reimbursement may create barriers for some school districts. Is it possible to create a standard classroom-based emergency interim housing grant, similar to a design grant or a preliminary grant, that could be adjusted for a construction or "final" apportionment after additional information is provided and other government or insurance assistance is considered?

- **Topic 7 – Five-Year Master Plan**
  - We encourage OPSC to reconsider the costs of developing a facility master plan (FMP) as an eligible project expenditure. The costs to prepare a master plan range from tens of thousands of dollars to several hundreds of thousands of dollars. There does not appear to be a mechanism to provide funding for the preparation of an FMP, so to also disallow the expense as an allowable project expenditure creates an even larger hurdle for school districts and could be characterized as an unfunded mandate for participation in the School Facility Program (SFP).
  - We encourage OPSC to consider allowing an FMP to be valid for a full five years after school district board approval and then allowing 5-year updates to the FMP thereafter. A well-developed FMP can take anywhere from a few months up to a year (or beyond) for a district to prepare, and often includes significant community and stakeholder input, so requiring a school district to update the FMP annually is overly burdensome and unnecessary. Furthermore, small school districts are less likely to have the funding, staff or resources necessary to prepare annual updates, which will likely limit their ability to participate in the SFP if this becomes a requirement.

- **Topic 8 – Small Size School District Program**
  - We request that OPSC provide clarification on how pupils are to be counted for the Small Size School District program, within the *Enrollment Certification/ Projection* (SAB Form 50-01) instructions. The instructions seem to have conflicting direction on when to include enrollment if students are both "receiving non-classroom-based instruction" and "attending independent study". Many (or most) independent study programs do not have students attending physical classrooms 100 percent of the school day, and are considered "non-classroom-based", however they do still have the need for a certain number of classrooms.
  - For certain small-to-medium sized districts, including the below charter school students may mean the difference between being above or below the 2,500 pupil cut-off to be a small school district:

    SAB Form 50-01 instructions – Include: "Students receiving Classroom-Based Instruction in Charter Schools located within the district boundaries and are enrolled in the same grade levels or type served by the district regardless if the district chartered the school."

    This may be a rare occurrence, but it would be unfortunate if a district was not able to participate in the program due to a factor that is largely out of their control.

- **Topic 9 – Energy Efficiency Supplemental Grant**
  - No comments

- **Topic 10 – Supplemental Grants for Minimum Essential Facilities**
  - No comments

- **Topic 11 – Transitional Kindergarten (TK) Supplemental Grant**
  - We request that districts be able to utilize contracts signed *prior to* July 3, 2024 to justify projects under this program. This program is essentially taking the place of the CA Preschool, Transitional Kindergarten, Full Day Kindergarten Facilities Grant Program (CAPSTKFDKFGP), with the same intent, and we believe that districts who anticipated being able to participate in the CAPSTKFDKFGP should not be excluded from requesting the TK supplemental grant.

Please let us know if you have any questions or would like additional information regarding these topics. We look forward to continuing conversations as these topics progress with development.

Sincerely,

Jessica Love
Hancock Park & DeLong

Alberto M. Carvalho
Superintendent

Los Angeles Unified School District
Legislative Affairs & Government Relations

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Board of Education
Scott M. Schmerelson, President
Dr. Rocío Rivas, Vice President
Sherlett Hendy Newbill
Nick Melvoin
Karla Griego
Kelly Gonez
Tanya Ortiz Franklin

February 28, 2025

Rebecca Kirk, Executive Director
Office of Public School Construction
Department of General Services
707 Third St
West Sacramento, CA 95605

Re: Proposition 2 Implementation Stakeholder Meeting #2

Dear Ms. Kirk,

On behalf of the Los Angeles Unified School District (Los Angeles Unified), we appreciate OPSC's Proposition 2 stakeholder engagement and welcome the opportunity to provide input on the proposed amendments to the School Facility Program in response to Proposition 2.

The comments and recommendations provided below correspond to the topics raised and materials provided for the February 13, 2025, Implementation Stakeholder Meeting #2.

Topic #6 – Interim Housing and Natural Disaster Assistance (Attachment A6)

The issue of interim housing assistance following a natural disaster raises several important considerations regarding eligibility, funding mechanisms, and regulatory clarifications.

Classroom Inventory Adjustments for Disaster-Related Replacements

In reference to Education Code section 17075.20(d)(2), OPSC states that any classroom portable purchased under section 17075.20(a) must be included in a district's classroom inventory, either when establishing new construction eligibility or through an adjustment if eligibility has already been established. However, clarification is needed to specify that when a portable is acquired

solely to replace a classroom destroyed in a natural disaster, it should not be added to the inventory, as it does not constitute an increase in capacity.

Charter School Eligibility for Interim Housing Assistance

There is ambiguity in the eligibility criteria for charter schools seeking interim housing assistance. While OPSC's analysis on page 6 concludes that charter schools cannot apply directly, a school district may apply on behalf of a charter school occupying district-owned facilities. However, Education Code section 17075.20(a) does not explicitly exclude charter schools on non-district-owned sites. Clarification is needed to determine whether a school district can apply on behalf of a charter school located on a non-district-owned site or if such schools are entirely ineligible for assistance.

Funding Challenges and Timing of Assistance

Timely access to interim housing assistance funding is critical, as schools need to accommodate displaced students immediately following a disaster. Waiting for reimbursement may present financial hardships. One proposed solution is for districts to submit a verified quote for the minimum amount needed and later reconcile any excess once insurance or other public assistance funds are received.

Los Angeles Unified recommends an upfront apportionment based on verified quotes, allowing districts to receive full funding at the outset. Since disasters are unplanned events, many districts lack the immediate resources to cover a matching share. Providing 100% of the verified quote upfront ensures districts can address their needs without delay. Once insurance and public assistance funding is secured, a true-up process would reconcile actual expenses, with any excess funds returned to the State.

Additionally, clarification is needed regarding the timing of state and local funds. If immediate access is not available, a clear timeline should be established to ensure school districts can plan accordingly.

In summary, regulatory clarification, eligibility adjustments, and a shift toward upfront funding mechanisms would improve the effectiveness of interim housing assistance, ensuring that schools can respond swiftly to natural disasters while maintaining financial accountability.

Topic #7 – Five-Year Master Plan (Attachment A7)

Master Plan Updates and Timing:

In response to OPSC's request for stakeholder feedback, Los Angeles Unified recommends the following:

- Updates or addendums to a district's master plan should be required no more than once every five years, with the five-year period beginning on the date of the district governing board's approval. The plan's duration should be determined solely based on this approval date.
- Any updates or addendums must receive formal approval from the district's governing board.

Eligibility Determination and Funding Considerations:

Education Code (EC) 17070.54(b) requires that a facilities master plan include information on a district's eligibility for state bond funding. However, clarification is needed regarding the time period this eligibility should represent and whether second-round funding must be included.

To address these concerns, Los Angeles Unified recommends the following:

- Eligibility should be determined within one calendar year of the governing board's approval of the master plan. Second-round funding should be excluded unless its methodology and application are fully finalized.
- Regulations should explicitly state that a master plan's eligibility calculations are based on the original site snapshots used to establish baseline eligibility, rather than the building inventory submitted as part of the master plan.
- Regulations should clarify that if a district uses SAB forms to estimate eligibility, these forms serve solely as a calculation tool and will not be processed as official submissions.

Master Plan and Closeout Audits:

Los Angeles Unified requests clarification on which version of the master plan is required at the time of the closeout audit—whether it should be the version submitted as part of the application or an updated version. Clear guidance on this requirement will help ensure consistency and compliance across districts.

Additionally, we recommend the development of a standardized master plan certification checklist to help districts document key information and certify the plan's completeness. This checklist would provide a clear framework for compliance, streamline the review process, and reduce administrative uncertainties.

Stakeholder Engagement and Master Plan Cost Reimbursement:

Los Angeles Unified recommends that stakeholders be given the opportunity to provide input on the guidelines and standards for school site inventories, which will be discussed between OPSC and CDE. Ensuring stakeholder involvement will help create clear, practical, and equitable standards that reflect the needs of all districts.

Additionally, the cost of developing a facilities master plan has been discussed, with OPSC indicating it may be classified as an operational expense. Los Angeles Unified recommends revisiting this classification to determine whether master plan development qualifies as an eligible expenditure, allowing districts to receive appropriate funding support for this mandated documentation.

"Current" Assessed Value (EC 17070.54(c)(6))

Los Angeles Unified seeks clarification on what qualifies as "current" assessed value and whether entities other than governmental agencies may be considered appropriate for verification purposes.

"Modernization" (EC 17070.54(d))

Los Angeles Unified requests a clear and comprehensive definition of “modernization” beyond what is outlined in EC 17070.15 to ensure consistency in its application.

Year of Construction and Modernization (EC 17070.54(d))

Los Angeles Unified seeks clarification on how the year of construction and modernization should be determined—whether based on the year construction commenced, the year it was completed, or the year DSA plans were approved. Additionally, we request guidance on the appropriate date to use for non-DSA projects if a DSA approval date is recommended for determining the “last modernized” date. Lastly, we recommend that regulations explicitly state that this data will not be used to determine modernization eligibility.

Topic #9 – Energy Efficiency Supplemental Grant (Attachment A9)

Requesting the Supplemental Grant: Options 1 and 2

Under both options presented, OPSC has stated that the DSA Tracker "Type of Program" must match the SFP funding category being requested. However, it remains unclear how DSA and SFP will interpret a district’s application for like-kind replacement when filed under SFP Modernization funding, despite the actual work involving new building construction. Los Angeles Unified requests further clarification on how DSA will evaluate and assign the Title 24 Energy Requirement program in such cases. If DSA’s classification does not align with SFP’s funding definitions, we recommend that this mandate be reconsidered or removed to prevent unnecessary funding complications for districts.

If a tiered approach is selected, the thresholds outlined in OPSC’s Option 1 would need to be revised. The recent revision to EC 17077.35 does not establish a minimum threshold for grant eligibility—it simply requires that the proposed building exceed nonresidential building energy-efficiency standards without specifying by how much. Given this, any tiered approach should align with the intent of the statute and avoid imposing arbitrary thresholds that are not legally required. Additionally, if a tiered approach is implemented, Los Angeles Unified requests calculation examples to clarify how the grant amount would be determined under each tier.

Los Angeles Unified recommends adopting Option 2, as it provides a simplified and streamlined approach. However, there are inconsistencies regarding how DSA would confirm a project exceeds Title 24 energy requirements. OPSC has indicated that the appropriate DSA Project Tracker checkbox would be selected to confirm compliance, but it would not display a percentage. This, in turn, would trigger the need for additional documentation, such as the “DSA Energy Compliance Review Verification Form”, to prove that Title 24 standards were exceeded. If no minimum percentage exceedance is required, then the DSA Project Tracker should not need to display a percentage, nor should additional documentation be necessary. Additionally, if the DSA Energy Compliance Review Verification Form is to be required, it should be made available for review before it is incorporated into the process. Los Angeles Unified recommends addressing and clarifying these points before finalizing the selection and implementation of either option.

Topic #10 – Supplemental Grants for Minimum Essential Facilities (MEF) (Attachment A10)

Los Angeles Unified appreciates the ability to consider multiple funding options for the calculation of the supplemental grant for MEFs. Los Angeles Unified staff has performed an initial analysis based on the proposed options but is not prepared to make a recommendation without additional information from OPSC demonstrating how the calculation examples would compare. Therefore, we request that the next stakeholder materials include examples to facilitate comparison of the different funding options, including Use of Grants, Option 1, and Option 2.

Additionally, while the Use of Grants provision (2 CCR 1859.77.3) specifies that current CBEDS data be used to calculate the pupil amount requested, Los Angeles Unified recommends allowing the option to use a three-year average of CBEDS, similar to the flexibility provided under 2 CCR 1859.82.1 and 1859.82.2.

Lastly, we request clarification on the calculation of fundable toilet square footage, specifically whether a site-wide analysis will be conducted to determine if an existing site already meets the required toilet square footage for current enrollment.

Topic #11 – Transitional Kindergarten Classrooms Supplemental Grant (Attachment A11)

Los Angeles Unified appreciates the ability to consider multiple funding options for the calculation of the supplemental grant for Transitional Kindergarten Classrooms. Los Angeles Unified staff has performed an initial analysis based on the proposed options but is not prepared to make a recommendation without additional information from OPSC demonstrating how the calculation examples would compare to one another. Therefore, we request that the next stakeholder materials include examples to facilitate comparison of the different funding options.

If you have any questions regarding these comments, please contact Sasha Horwitz, Legislative Advocate: Sasha.Horwitz@lausd.net or (916) 443-4405.

Sincerely,



Sasha Horwitz
Legislative Advocate
Los Angeles Unified School District

OFFICE OF PUBLIC SCHOOL CONSTRUCTION
STAKEHOLDER MEETING
April 10, 2025

PROPOSED REGULATORY AMENDMENTS FOR SCHOOL FACILITY PROGRAM INTERIM HOUSING AND NATURAL DISASTER ASSISTANCE

PURPOSE

To continue to discuss and receive stakeholder input regarding proposed regulatory amendments to the School Facility Program (SFP) resulting from provisions of the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), which was approved by a majority of California's voters on November 5, 2024.

AUTHORITY

See Attachment A6a.

DESCRIPTION

This report is a continuation of the discussion of interim housing and natural disaster assistance pursuant to Education Code (EC) Section 17075.20, which was presented to stakeholders on February 13, 2025. Additionally, this report introduces proposed regulatory amendments building upon the information presented to stakeholders on February 13, 2025. Office of Public School Construction (OPSC) staff received written comments from one district and one district consultant (see Attachment B) following that meeting. This report addresses those comments and proposes further changes with the goal of ensuring clear program requirements for applicants and OPSC as the program administrator.

Attachment A6b contains proposed SFP Regulation additions and amendments for discussion.

BACKGROUND

Stakeholder Feedback
On February 13, 2025, OPSC presented concepts based on the addition of EC Section 17075.20. This addition provides authority for the State Allocation Board (Board) to fund interim housing following a natural disaster for which the Governor has declared a state of emergency. This section authorizes the Board to provide "any other assistance" to a school district or county office of education (COE) determined by the Board to be impacted by a natural disaster described in EC Section 17075.20(a).

STAFF ANALYSIS/DISCUSSION

OPSC presented an overview of each subdivision (a through e) of this section and provided proposals for concepts and potential procedures related to interim housing and natural disaster assistance based upon interpretation of statute.

For purposes of this discussion, the concepts of the new sliding scale matching share and existing Financial Hardship criteria are applicable to this program.

Summary of Stakeholder Feedback

Staff would like to thank stakeholders who were able to view, attend, or participate in this meeting and also those who provided valuable feedback either at the meeting or through written correspondence to OPSC. Below is a summary of stakeholder feedback received as a result of the February 13, 2025 meeting.

Stakeholder Feedback	**OPSC Response**
1. It would be helpful if there could be a discussion about the potential for districts to purchase the portables that were leased and to apply for those portables through New Construction eligibility and subsequent funding. Although the portables would be occupied because they were interim housing, when they change to being purchased, it would be helpful for the district to participate through the SFP program to purchase those portables. Additionally, expansion on the purchase of portable classrooms' impact on the New Construction baseline eligibility would be helpful to address any concerns about a "double hit" and what adjustments will look like.	**1.** OPSC acknowledges that the ability to purchase the leased portables through New Construction eligibility could be beneficial to districts; however, there are two concepts which appear to prevent districts from being able to use New Construction eligibility to fund these classrooms as additional capacity. First, in accordance with SFP Regulation 1859.70(a), "The Board shall only provide New Construction funding if the Approved Application was received by the OPSC prior to the date of Occupancy for any classrooms included in the construction contract. After the date of Occupancy of any classroom in the construction contract, a School District will be ineligible to seek New Construction funding, and the classrooms will be reduced from the baseline eligibility pursuant to Section 1859.51(i) if not previously reduced. Second, there is a provision in the new statute that allows for the lease *or* purchase of interim housing (EC Section 17075.20[a]), and a subsequent subdivision (EC Section

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
	1. (cont.) 17075.20[d]) that outlines that portable classrooms purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding, pursuant to EC Section 17071.75. Therefore, the New Construction eligibility baseline would be adjusted by the respective grade level of the portable at the time of *purchase* or at the time the leased portables are beyond the five years to provide interim housing during a modernization or new construction project, or at the time the leased portables have exceeded the three-year extension for each qualifying project, pursuant to SFP Regulation Section 1859.51(i)(5). If the portable classrooms provided are pursuant to the latter two scenarios, and remain on site, the New Construction eligibility shall be adjusted just as any other locally funded facilities placed on site would be to address the added capacity. To address concerns regarding a "double hit" for capacity, if the purchased portables are used as part of the reconstruction of the school, then they are not being purchased for purposes of interim housing and are thus ineligible for funding. Interim housing is intended to be temporary capacity, whereupon it is assumed that once the destroyed or severely damaged classroom(s) are reconstructed or rehabilitated back to original capacity, the interim housing will no longer be needed. School districts with New Construction eligibility have the option to submit an SFP New Construction application in

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
	1. (cont.) lieu of an application for interim housing. If the school district has damage to classrooms that may be rehabilitated or reconstructed back to use, then the purchased portable classrooms serve as additional capacity beyond what is captured on the New Construction baseline eligibility if they remain on site after the buildings have been rehabilitated. Upon removal from classroom use after completion of the reconstruction/rehabilitation project, the eligibility will be returned to the school district's baseline eligibility. As these classrooms are intended to be temporary housing for students, OPSC is proposing a new adjustment type that is specific to adjustments for interim housing provided under the proposed SFP Regulation Section 1859.84 to differentiate between typical adjustments pursuant to SFP Regulation Section 1859.51(i), which often accounts for added capacity with hybrid New Construction and Modernization applications. OPSC proposes that districts using interim housing annually report to OPSC (from the date the facilities are placed on site until they are removed) to indicate whether the facilities have been removed and/or replaced, if they remain on the property, or if they have been moved to another district site. Then, OPSC will make necessary "reversal" adjustments to the school district's New Construction baseline if the portable facilities have been removed from the district. In addition, OPSC will perform outreach to school districts every year from the date the portable classroom(s) are placed on-site.

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
	1. (cont.) Therefore, upon the purchase of portable classrooms, the school district's New Construction eligibility baseline will be adjusted for this additional capacity.
2. Is it possible to create a standard classroom-based emergency interim housing grant, similar to a design grant or a preliminary grant, that could be adjusted for a construction or "final" apportionment after additional information is provided and other government or insurance assistance is considered?	**2.** OPSC has considered this grant and believes that creating a standard would be too limiting for funding purposes due to the unknown factors that funding may be requested for. In this item, we have proposed several options for the basis of calculating the grant and appreciate stakeholder feedback.
3. There is ambiguity in the eligibility criteria for charter schools seeking interim housing assistance. While charter schools cannot apply directly, a school district may apply on behalf of a charter school occupying district-owned facilities. However, EC Section 17075.20(a) does not explicitly exclude charter schools on non-district owned sites. Clarification is needed to determine whether a school district can apply on behalf of a charter school located on a non-district-owned site or if such schools are ineligible for assistance.	**3.** EC Section 17075.20 specifies that school districts and COEs impacted by a natural disaster for which the Governor has declared a state of emergency are eligible to request assistance from the Board. School districts can only apply based on impacts of a natural disaster to a district-owned site. Charter schools located on a non-district-owned site would be ineligible for assistance under EC Section 17075.20.
4. Waiting for reimbursement may present financial hardships. One proposed solution is for districts to submit a verified quote for the minimum amount needed and later reconcile any excess once insurance or other public assistance funds are received. An upfront apportionment based on verified quotes would allow districts to receive full funding at the outset. Since disasters are unplanned events, many	**4.** OPSC agrees and recognizes the need for flexibility for school districts that may require immediate assistance rather than reimbursement. If associated costs are higher than proposed estimates, school districts and COEs can submit an additional request with supporting documentation. Provided funding is available, the Board and OPSC can consider a grant amendment.

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
4. (cont.) districts lack the immediate resources to cover a matching share. Providing 100 percent of the verified quote upfront ensures districts can address their needs without delay. Once insurance and public assistance funding is secured, a true-up process would reconcile actual expenses, with any excess funds returned to the State.	
5. Clarification is needed regarding the timing of state and local funds. If immediate access is not available, a clear timeline should be established to ensure school districts can plan accordingly.	**5.** OPSC concurs that clarification related to the timeframe of state and local funds would be beneficial. OPSC has outlined a scenario below (see page 11) to demonstrate an instance in which a school district may request this assistance.

The February 13, 2025 Stakeholder Meeting was recorded, and as a result, feedback that OPSC was able to respond to at the time of the meeting that did not impact the proposed regulations may be found here: February 13, 2025 OPSC Stakeholder Meeting #2

The full text of the previous stakeholder meeting item may be found here: February 13, 2025 OPSC Proposition 2 Stakeholder Meeting #2 - Item

Considering the feedback received at and following the stakeholder meeting on February 13, 2025, OPSC developed proposed regulations to begin the implementation of these new provisions.

Summary of Proposed SFP Regulations

The full list of amendments listed below may be found within Attachment A6b.

SFP Regulation Section 1859.2 – Definitions
As indicated in the stakeholder meeting held on February 13, 2025, OPSC proposes an amendment to this section to capture that “Interim Housing” means the rental, purchase, or lease of classrooms used to house pupils temporarily displaced as a result of a natural disaster for which the Governor has declared a state of emergency, pursuant to EC Section 17075.20.

This is to ensure that the proposed new section for this assistance has a clear definition for the term “Interim Housing,” as its previous definition was limited to temporary displacement of students due to modernization projects.

STAFF ANALYSIS/DISCUSSION (cont.)

Also, OPSC proposes adding a definition for a new *Interim Housing and Natural Disaster Assistance Request* (Form SAB TBD) for school districts to request this assistance. OPSC plans to present a draft of this new form at a future stakeholder meeting and has described initial concepts in the "Form SAB TBD" section below. Proposed SFP Regulation Sections 1859.84.1 and 1859.84.2 also refer to this form.

SFP Regulation Section 1859.80 – General
OPSC proposes an addition to this section to include subdivision (d), wherein a district shall qualify for hardship assistance by demonstrating one or more of the following:

> (d) Qualification for interim housing and natural disaster assistance as provided in Sections 1859.84.1 or 1859.84.2 as a result of a natural disaster for which the Governor has declared a state of emergency.

The addition of this subdivision introduces the two concepts associated with the proposed new SFP Regulation Sections 1859.84, 1859.84.1, and 1859.84.2 under Article 9 (Hardship Assistance).

SFP Regulation Section 1859.84 — Interim Housing and Natural Disaster Assistance
This proposed new section introduces the concepts of Interim Housing and Natural Disaster Assistance, specifying that a school district or COE may apply for interim housing and natural disaster assistance as a result of a natural disaster for which the governor has declared a state of emergency.

OPSC will validate with the Governor's Office of Emergency Services that the state of emergency is still open at the time of application submittal. The purpose of this requirement is to provide a limitation for how long a school district may be eligible to seek funding for assistance and to provide equity for school districts in immediate need as well as school districts who have submitted requests for funding.

This section also states that a natural disaster may include, but is not limited to, events such as earthquakes, wildfires, floods, landslides, storms, hurricanes, tsunamis, and other natural catastrophes.

SFP Regulation Section 1859.84.1— Interim Housing Assistance
This section is applicable to Interim Housing Assistance specifically, inclusive of provisions of EC Section 17075.20(a) through (d).

School districts will use the proposed new Form SAB TBD to request this assistance and to describe their circumstances for requesting this funding, as this assistance is intended to supplement insurance proceeds, local, state and federal government disaster assistance.

STAFF ANALYSIS/DISCUSSION (cont.)

As indicated in the prior stakeholder meeting, grants provided for the purposes of this section shall be provided as a new construction project, allocated on a 50 percent state share basis.

Notable components of this section, beyond outlining statutory requirements, is that the state of emergency must be open at the time of application submittal. Additionally, the district must submit a Form SAB TBD, including documentation with either actual costs or estimates for the lease or purchase of portable classrooms, which includes, but is not limited to, lease/purchase agreements, documentation of costs associated with placing the portable classrooms on a site, and any actual or anticipated insurance proceeds or any other local, state, or federal government disaster assistance.

SFP Regulation Section 1859.84.2 – Natural Disaster Assistance
This proposed section, separate from the interim housing assistance, is pursuant to EC Section 17075.20(e). This section states that a school district may qualify for any other natural disaster assistance if it is determined by the Board to be impacted by a natural disaster for which the Governor has declared a state of emergency.

Funding is allocated on a 50 percent state share basis, and shall supplement insurance, local, state, and federal disaster assistance.

For purposes of the Form SAB TBD as a submission tool, additional factors to be considered by the Board at submission are as follows:

- A narrative description of the background or circumstances which prompted the district's request.
- Information relevant to the request that demonstrates funding received or anticipated to be received from insurance proceeds; and local, state, and federal government disaster assistance is insufficient to rehabilitate or reconstruct school facilities that existed at the time of the natural disaster.
- A statement explaining why the Board should grant the district's request based on law, regulation, or another basis, including but not limited to:
    - Justification if the project seeks funding in lieu of an SFP Facility Hardship Program application because the project exceeds the exception for Approved Application submittal deadlines outlined in SFP Regulation Section 1859.82.1, which requires that applications requesting funding under the Facility Hardship program must be submitted to OPSC within 12 months of DSA approval for the scope of work mitigating the health and safety threat.
    - Justification if the project seeks funding for an SFP New Construction or Modernization application in lieu of a Facility Hardship Program application.
    - Enrollment immediately prior to the natural disaster, as well as current enrollment and any basis for projected future enrollment.

STAFF ANALYSIS/DISCUSSION (cont.)

SFP Regulation Section 1859.93 – Modernization Project Funding Order
This section has been amended to indicate that the funding order for Modernization applications received pursuant to Section 1859.84.2 (for "any other" natural disaster assistance pursuant to EC Section 17075.20) shall be funded second after Facility Hardship funding applications.

SFP Regulation Section 1859.93.1 – New Construction Project Funding Order
This section has been amended to indicate that the funding order for New Construction applications received pursuant to Section 1859.84.1 [for interim housing assistance pursuant to EC Section 17075.20(a)] shall be funded first, shifting Facility Hardship funding applications to second, and applications received pursuant to Sections 1859.84.2 to third.

For the full text of proposed regulatory amendments to the SFP, please reference Attachment A6b.

***Interim Housing and Natural Disaster Assistance Request* (Form SAB TBD)**
As mentioned above, at a future stakeholder meeting, OPSC will present a new Form SAB TBD for districts to request assistance pursuant to EC Section 17075.20. The form instructions will include the following:

> *For purposes of requests for assistance to lease and/or purchase portable classroom(s) as a result of a natural disaster for which the Governor has declared a state of emergency, the district should provide documentation pursuant to SFP Regulation 1859.84.1 demonstrating that costs associated with interim housing have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance. If the district reasonably expects to receive future insurance proceeds or any other government disaster assistance attributable to costs of interim housing, the district must provide documentation pursuant to paragraph (2) of subsection (d) of SFP Regulation Section 1859.84.1.*
>
> *For purposes of requesting natural disaster assistance, the district should provide the following:*
>
> 1. *Documentation demonstrating information relevant to the request that demonstrates funding from insurance proceeds; and local, state, and federal government disaster assistance is insufficient to rehabilitate or reconstruct school facilities that existed at the time of the natural disaster.*
> 2. *The appropriate application for funding and associated documentation required for submittal of an Approved Application per SFP Regulation 1859.2, as applicable to the request for natural disaster assistance.*

STAFF ANALYSIS/DISCUSSION (cont.)

Interim Housing and Natural Disaster Assistance Checklist

In order to assist school districts with guidance surrounding OPSC anticipates preparing a checklist that is comparable to the Facility Hardship Request form (linked here: Facility Hardship Request). This document would not be required to submit a request for assistance; it would serve as a tool and checklist to support school districts in what is required in a complete submittal for this assistance. Although it is not required to submit the checklist in conjunction with the Form SAB TBD, OPSC encourages school districts to use the checklist to request approval by the Board for interim housing and natural disaster assistance application(s).

New Construction Eligibility Baseline Adjustments

New Construction eligibility is calculated based on a school district's projected need to house new pupils and is adjusted for any additional capacity beyond what was captured on the *Existing School Building Capacity* Form SAB 50-02 at the time of establishment.

For clarification regarding interim housing assistance and adjustments to the New Construction eligibility baseline, portables leased for more than five years or purchased pursuant to EC Section 17075.20 function as added capacity, as indicated by SFP Regulation Section 1859.51 and subdivision (d)(2), respectively.

However, the assumption is that the portable classrooms acquired pursuant to this EC Section function as temporary housing while the school is being rebuilt or rehabilitated, and that the school would be rebuilt to pre-disaster capacity.

Therefore, related to any necessary adjustments to the New Construction baseline eligibility, OPSC is seeking stakeholder feedback regarding the concept of viewing this statutory adjustment as the following:

1) A "placeholder" adjustment on the New Construction eligibility baseline, wherein upon the completion of the rebuilt school, a reversal of the adjustment may take place upon demonstration of either:

   a) The portable classroom(s) lease ends, and they are returned to the manufacturer, or

   b) The school district sells/removes the portable classroom(s) purchased for purposes of interim housing if it was more cost effective to do so as opposed to leasing.

STAFF ANALYSIS/DISCUSSION (cont.)

OPSC requests stakeholder feedback on this concept for purposes of tracking leased and purchased portables and any ensuing statutory adjustments necessitated as a result of additional capacity from interim housing assistance.

Timeline of Assistance

OPSC recognizes the importance of accelerated processing and funding as it relates to disaster assistance. As a result, OPSC anticipates processing applications between 30-60 calendar days from the date an application is received, including applicants who request Financial Hardship funding.

Example of Interim Housing Assistance Grant

For purposes of determining a potential grant, the example below illustrates how a grant would be calculated for interim housing pursuant to EC Section 17075.20(a). In the following example, a fire significantly damaged 20 out of 22 total classrooms at an elementary school. The Governor declared a state of emergency for this fire, and as a result, the school district requests interim housing assistance for two years. The associated costs are as follows:

Total Enrollment at School	550 pupils (K-6)	
Total Number of Classrooms (CR) at School	22 (K-6)	
Number of Impacted CR at School	20 (K-6)	
Monthly Portable CR Lease Cost	$5,000* per CR per month ***multiplied by 20 CRs***	$100,000*
The following calculations demonstrate the total grant amount:		
Total Lease Cost	***$100,000* multiplied by 24 months***	$2,400,000*
Site Placement Costs per CR	$10,000* ***multiplied by 20***	$200,000*
Utilities Installation Costs (Total)	$10,000*	$10,000*
Site Development (Total)	$20,000*	$20,000*
TOTAL GRANT		$2,630,000*

**These dollar amounts are for illustration purposes only.*

Interim housing assistance will be funded on a 50/50 State and Local Match under New Construction funding, or $1,315,000 State match and $1,315,000 Local match.

STAFF ANALYSIS/DISCUSSION (cont.)

However, given EC Sections 17072.30 and 17074.16 have been amended for purposes of determining the local matching share, OPSC interprets that this assistance would be subject to this new statutory requirement as well. As a result, the following example utilizing the dollar amounts above has been provided to illustrate the difference between the total state share, the local adjustment, and the local share:

Demonstration of Matching Shares

	< 6 Points	**6 or 7 Points**	**8 Points**	**9 or 10 Points**	**> 10 Points**
	50/50	51/49	52/48	53/47	55/45
State Share	$1,315,000	$1,315,000	$1,315,000	$1,315,000	$1,315,000
Financial Hardship Share	$ -	$ -	$ -	$ -	$ -
District Contribution	$1,315,000	$1,288,700	$1,262,400	$1,236,100	$1,183,500
Local Funding Adjustment Grant	$ -	$26,300	$52,600	$78,900	$131,500
Total Approved Project Cost	**$2,630,000**	**$2,630,000**	**$2,630,000**	**$2,630,000**	**$2,630,000**

For additional reference regarding the new matching shares requirement, please refer to the January 30, 2025 and March 13, 2025 stakeholder meetings, which may be located here: Proposition 2 - Assembly Bill 247.

"Any Other Assistance"

OPSC recognizes the importance of defining the statutory language of "any other assistance" for purposes of EC Section 17075.20(e). Upon evaluation of current SFP programmatic requirements and recent Board approvals of applications that could not be administratively funded, OPSC has outlined below circumstances for which the Board has approved funding associated with natural disaster assistance that OPSC interprets to fall under the category of "any other assistance."

Paradise Unified – Multiple Applications Appeal

On September 22, 2021, the Board approved Paradise Unified's appeal request for expedited apportionments outside of the Priority Funding Process and in advance of the current projects on the workload list and Applications Received Beyond Bond Authority list in addition to the use of established modernization eligibility at alternate school sites.

STAFF ANALYSIS/DISCUSSION (cont.)

Pioneer Union Elementary – Berry Creek Elementary Appeal

On April 3, 2024, Pioneer Union Elementary received approval by the Board for its appeal request regarding its SFP application for New Construction funding at Berry Creek Elementary. The Board approved the following:

1) Funding based on the 2019/2020 enrollment year that was in effect at the time of the North Complex West Zone Fire.

2) Funding based on the District's current need to house pupils displaced by the fire, rather than on the projected need to house new pupils.

3) An expedited Apportionment for Application Number 50/73379-00-002.

4) Exemption from the regulatory requirement to include any classroom(s) for which a contract was signed for the construction or acquisition of facilities in the District's gross classroom inventory.

5) The design funding previously approved for the project under Application Number 51/73379-00-001 offset the approval of Application Number 50/73379-00-002, as the design made from the proceeds of that approval constituted the work to be completed in Application Number 50/73379-00-002.

Pioneer Union – Walt Tyler Elementary Appeal

On February 26, 2025, Pioneer Union received approval by the Board for its appeal request requesting expedited processing and an apportionment for a New Construction project at Walt Tyler Elementary.

Accelerated Timeframes

Each of these school districts experienced a natural disaster for which the Governor had declared a state of emergency, at their respective times. The common thread between these appeal requests is the requests for "accelerated processing and funding." OPSC anticipates that one methodology of requesting "any other assistance" would be to request accelerated processing and funding for New Construction and Modernization applications.

OPSC considers nuanced requests that cannot be administratively approved, such as alternative eligibility considerations, determinations that are best suited for appeal requests submitted in parallel to the interim housing and natural disaster assistance request.

STAFF ANALYSIS/DISCUSSION (cont.)

Other Assistance to Consider

The Board may also consider providing assistance for facilities that do not fit the "classroom" definition, and as such, OPSC proposes that necessary facilities for day-to-day school operations may be considered for eligible costs under "any other assistance." Examples of necessary facilities may include office/administrative space, an interior dining area and restrooms.

OPSC seeks stakeholder feedback on considerations for "any other assistance" in this regard.

Future Discussion

For a future meeting, OPSC anticipates discussing and opening the conversation for stakeholder feedback on the following:

- Evaluating how New Construction and Modernization eligibility will be adjusted for any net gains or losses in classrooms with interim housing as a factor.
- Examples of "any other assistance" applications.
- A new *Interim Housing and Natural Disaster Assistance Request* (Form SAB TBD).

AUTHORITY

Education Code (EC) Section 17075.20 – Hardship Application

(a) Notwithstanding any other law, the board may provide assistance under this chapter for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and county offices of education impacted by a natural disaster for which the Governor has declared a state of emergency. The allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance.
(b) For purposes of this section, and notwithstanding any other section of this chapter, school districts and county offices of education determined by the board to be impacted by a natural disaster as described in subdivision (a) are deemed to meet the requirements set forth in Section 17075.10.
(c) Notwithstanding any other law, a school district or county office of education that receives assistance under this section shall be entitled to retain savings from a project and use those savings for other high-priority capital outlay purposes consistent with the requirements of subdivision (c) of Section 17070.63.
(d) (1) A grant provided pursuant to this section shall not affect the applicant's eligibility for any other program under this chapter.
(2) Notwithstanding paragraph (1), a portable classroom purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75.
(e) The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster as described in subdivision (a).

(Added by Stats. 2024, Ch. 81, Sec. 19. (AB 247) Effective July 3, 2024. Operative November 6, 2024, pursuant to Sec. 30 of Ch. 81.)

School Facility Program (SFP) Regulation Section 1859.51(i) states:

The baseline eligibility for new construction determined on the Form SAB 50-03 will be adjusted as follows:
…
(i) Reduced by the number of pupils housed, based on loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any Classroom Provided after the baseline eligibility was determined by the Board with the exception of those pupils housed or to be housed in a classroom:
…
(4) That is a portable classroom leased for a period of less than five years, whether in a single lease or cumulative total of several leases.
(5) That is a portable classroom that needs to be leased beyond five years to provide interim housing in a modernization or new construction project provided

AUTHORITY (cont.)

the cumulative lease term does not exceed a specified time period as determined by the SAB not to exceed three years on each qualifying project. For this purpose, a project means all work contained in a single set of construction plans.
…

SFP Regulation Section 1859.70(a) states:

(a) A district seeking New Construction or Modernization funding shall complete and file Form SAB 50-04, concurrently or after completing the applicable requirements in Sections 1859.20 and 1859.40. The Board shall only provide New Construction funding if the Approved Application was received by the OPSC prior to the date of Occupancy for any classrooms included in the construction contract. After the date of Occupancy of any classroom in the construction contract, a School District will be ineligible to seek New Construction funding and the classrooms will be reduced from the baseline eligibility pursuant to Section 1859.51(i) if not previously reduced.

SFP Regulation Section 1859.82.1 states, in part:

…
Approved Applications requesting Facility Hardship Program funding shall be submitted to OPSC within 12 months of DSA approval for the scope of work mitigating the identified health and safety threat. If the project does not require DSA approval, then the Approved Application for funding must be received within the 6 months following project completion, as demonstrated by the earliest of the following: the date that the notice of completion of the project has been filed; occupancy of any portion of the project Facility; or when the School Buildings or components of the School Buildings in the project are currently in use by the district. If a district demonstrates that extreme or unusual circumstances prevented the submission of an eligible application within the applicable timeline outlined above, OPSC may allow up to an additional 6 months for submittal.

Other Statutory References

EC Section 17071.75 – New Construction Eligibility Determination

After a one-time initial report of existing school building capacity has been completed, the ongoing eligibility of a school district for new construction funding shall be determined by making all of the following calculations:
(a) A school district that applies to receive funding for new construction shall use the following methods to determine projected enrollment:
(1) A school district that has two or more schoolsites each with a pupil population density that is greater than 115 pupils per acre in kindergarten and grades 1 to 6, inclusive, or a schoolsite pupil population density that is greater

AUTHORITY (cont.)

than 90 pupils per acre in grades 7 to 12, inclusive, as determined by the Superintendent using enrollment data from the California Basic Educational Data System for the 2004–05 school year, may submit an application for funding for projects that will relieve overcrowded conditions. That school district may also submit an alternative enrollment projection for the fifth year beyond the fiscal year in which the application is made using a methodology other than the cohort survival enrollment projection method, as defined by the board pursuant to paragraph (2), to be reviewed by the Demographic Research Unit of the Department of Finance, in consultation with the department and the Office of Public School Construction. If the Office of Public School Construction and the Demographic Research Unit of the Department of Finance jointly determine that the alternative enrollment projection provides a reasonable estimate of expected enrollment demand, a recommendation shall be forwarded to the board to approve or disapprove the application, in accordance with all of the following:

(A) Total funding for new construction projects using this method shall be limited to five hundred million dollars ($500,000,000), from the Kindergarten-University Public Education Facilities Bond Act of 2004.

(B) The eligibility amount for proposed projects that relieve overcrowding is the difference between the alternative enrollment projection method for the year the application is submitted and the cohort survival enrollment projection method, as defined by the board pursuant to paragraph (2), for the same year, adjusted by the existing pupil capacity in excess of the projected enrollment according to the cohort survival enrollment projection method.

(C) The Office of Public School Construction shall determine whether each proposed project will relieve overcrowding, including, but not limited to, the elimination of the use of Concept 6 calendars, four track year-round calendars, or busing in excess of 40 minutes, and recommend approval to the board. The number of unhoused pupil grants requested in the application for funding from the eligibility determined pursuant to this paragraph shall be limited to the number of seats necessary to relieve overcrowding, including, but not limited to, the elimination of the use of Concept 6 calendars, four track year-round calendars, or busing in excess of 40 minutes, less the number of unhoused pupil grants attributed to that school as a source school in an approved application pursuant to Section 17078.24.

(D) A school district shall use the same alternative enrollment projection methodology for all applications submitted pursuant to this paragraph and shall calculate those projections in accordance with the same districtwide or high school attendance area used for the enrollment projection made pursuant to paragraph (2).

(2) A school district shall calculate enrollment projections for the fifth year beyond the fiscal year in which the application is made. Projected enrollment shall be determined by using the cohort survival enrollment projection system,

AUTHORITY (cont.)

as defined and approved by the board. The board may supplement the cohort survival enrollment projection with any of the following:
(A) The number of unhoused pupils that are anticipated as a result of dwelling units proposed pursuant to approved and valid tentative subdivision maps.
(B) Modified weighting mechanisms, if the board determines that they best represent the enrollment trends of the district. Mechanisms pursuant to this subparagraph shall be developed and applied in consultation with the Demographic Research Unit of the Department of Finance.
(C) An adjustment to reflect the effects on kindergarten and first grade enrollment of changes in birth rates within the school district or high school attendance area boundaries.
(3) (A) A school district may submit an enrollment projection for either a 5th year or a 10th year beyond the fiscal year in which the application is made. A school district that bases its enrollment projection calculation on a high school attendance area may use pupil residence in that attendance area to calculate enrollment. A school district that uses pupil residence shall do so for all high school attendance areas within the district. A pupil shall not be included in a high school attendance area enrollment projection based on pupil residence unless that pupil was included in the California Basic Educational Data System (CBEDS) report of the district for the same enrollment year. The board may require a district to provide a reconciliation of the districtwide CBEDS and residency data. The board also may adopt regulations to specify the format and certification requirements for a school district that submits residency data.
(b) (1) Add the number of pupils that may be adequately housed in the existing school building capacity of the applicant school district as determined pursuant to Article 2 (commencing with Section 17071.10) to the number of pupils for whom facilities were provided from any state or local funding source after the existing school building capacity was determined pursuant to Article 2 (commencing with Section 17071.10). For this purpose, the total number of pupils for whom facilities were provided shall be determined using the pupil loading formula set forth in Section 17071.25.
(2) Subtract from the number of pupils calculated in paragraph (1) the number of pupils that were housed in facilities to which the school district or county office of education relinquished title as the result of a transfer of a special education program between a school district and a county office of education or special education local plan area, if applicable. For this purpose, the total number of pupils that were housed in the facilities to which title was relinquished shall be determined using the pupil loading formula adopted by the board pursuant to subparagraph (B) of paragraph (2) of subdivision (a) of Section 17071.25. For purposes of this paragraph, title also includes any lease interest with a duration of greater than five years.
(c) Subtract the number of pupils pursuant to subdivision (b) from the number of pupils determined pursuant to paragraph (2) of subdivision (a).

AUTHORITY (cont.)

(d) The calculations required to establish eligibility under this article shall result in a distinction between the number of existing unhoused pupils and the number of projected unhoused pupils.
(e) Apply the increase or decrease resulting from the difference between the most recent report made pursuant to former Section 42268, as that section read on June 30, 2013, and the report used in determining the baseline capacity of the school district pursuant to subdivision (a) of Section 17071.25.
(f) For purposes of calculating projected enrollment pursuant to subdivision (a), the board may adopt regulations to ensure that the enrollment calculation of individuals with exceptional needs receiving special education services is adjusted in the enrollment reporting period in which the transfer occurs and three previous school years as a result of a transfer of a special education program between a school district and a county office of education or a special education local plan area. However, the projected enrollment calculation of a county office of education shall only be adjusted if a transfer of title for the special education program facilities has occurred. The regulations, if adopted, shall ensure that if a transfer of title to special education program facilities constructed with state funds occurs within 10 years after initial occupancy of the facility, the receiving school district or school districts shall remit to the state a proportionate share of any financial hardship assistance provided for the project pursuant to Section 17075.10, if applicable.
(g) For a school district with an enrollment of 2,500 or fewer, an adjustment in enrollment projections shall not result in a loss of ongoing eligibility to that school district for a period of five years from the date of the approval of eligibility by the board.

EC Section 17078.64 – Charter Schools

(a) In lieu of applying for funding under this article, a school district may elect to include facilities for a charter school that would be physically located within its geographical jurisdiction within its application for funding pursuant to the general provisions of this chapter, other than this article. However, the project would be outside the scope of this article, would not be subject to its provisions, and shall comply with this chapter in the same manner as any noncharter project. Any per-pupil eligibility that is used for that project shall not, also, support any project under this article.
(b) Except for those provisions in which the authority is expressly required or authorized to adopt regulations pursuant to this article, the board in consultation with the authority shall adopt regulations to implement this article. The board may adopt, amend, or repeal rules and regulations pursuant to this article as emergency regulations. Until July 1, 2004, the adoption, amendment, or repeal of these regulations is conclusively presumed to be necessary for the immediate preservation of the public peace, health, safety, or general welfare within the meaning of Section 11346.1 of the Government Code.

AUTHORITY (cont.)

(c) This article is not applicable to projects funded with the proceeds of state general obligation bonds approved by the voters prior to January 1, 2002.

PROPOSED REGULATIONS

Section 1859.2. Definitions.

…

"Form SAB TBD" means the *Interim Housing and Natural Disaster Assistance Request* (Form SAB TBD) (Revised xx/25), incorporated by reference.

…

"Interim Housing" means the rental, purchase, or lease of classrooms used to house pupils temporarily displaced as a result of either the modernization of classroom facilities~~.~~, or as a result of a natural disaster for which the governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

…

Note: Authority cited: Sections 17075.20, 17070.35 and 17078.64, Education Code.

Section 1859.80. General.

A district shall qualify for hardship assistance by demonstrating one or more of the following:
(a) A financial hardship, as provided in Section 1859.81, which prevents the district from funding all or a portion of the matching share requirement for a SFP grant.
(b) Qualification for facility hardship as provided in Sections 1859.82.1 or 1859.82.2.
(c) An Excessive Cost Hardship Grant as a result of added construction costs due to unusual circumstances as provided in Section 1859.83.
(d) Qualification for interim housing and natural disaster assistance as provided in Sections 1859.84.1 or 1859.84.2 as a result of a natural disaster for which the Governor has declared a state of emergency.

Note: Authority cited: Sections 17075.10 in effect as of January 1, 2024 and amended by Assembly Bill 247, Chapter 81, Statutes of 2024, and with the successful passage of Proposition 2 on November 5, 2024, 17075.20 and 17070.35, Education Code.

Section 1859.84. Interim Housing and Natural Disaster Assistance

A school district or county office of education may apply for interim housing and natural disaster assistance as a result of a natural disaster for which the Governor has declared a state of emergency, which is subject to verification with the Governor's Office of Emergency Services to confirm its open state at the time of application submittal.

For purposes of this Section, a natural disaster may include, but is not limited to, events such as earthquakes, wildfires, floods, landslides, storms, hurricanes, tsunamis, and other natural catastrophes.

For purposes of Section 1859.84 through Section 1859.84.2, a "district" shall mean a school district or county office of education.

Applications received on or after October 31, 2024 are subject to matching share requirements in accordance with Section 1859.77.1.

Note: Authority cited: Section 17075.20, Education Code.

Section 1859.84.1. Interim Housing Assistance

All applications pursuant to this section shall be funded in the order of receipt of a Form SAB TBD as outlined in Section 1859.93.1. Any grants provided for the purposes of this section shall be provided as a new construction project and allocated on a 50 percent state share basis, unless adjusted pursuant to Section 1859.77.1, and shall supplement insurance, local, state, and federal disaster assistance.

An impacted district is eligible for the Board to provide assistance for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms as a result of the following:
(a) The district has had facilities lost or damaged by a natural disaster for which the Governor has declared a state of emergency.
(1) The declared state of emergency must be "open" at the time of application submittal.
(b) For requests for assistance to lease portable classrooms, the district must submit the following:
(1) Form SAB TBD.
(2) Documentation which includes actual costs of the portable classroom(s), including but not limited to invoices or lease agreements.
(3) Documentation, such as invoices, which include, but is not limited to, any work associated with placing the portable classrooms on a site.
(4) In lieu of actual costs, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request.
(c) For requests for assistance to purchase portable classrooms, the district must submit the following:
(1) Form SAB TBD.
(2) Documentation which includes actual costs of the portable classroom(s), including but not limited to, invoices or purchase agreements.
(3) Documentation, such as invoices, which include, but is not limited to, any work associated with placing the portable classrooms on a site.
(4) In lieu of actual costs, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request.
(d) (1) For all requests for assistance to lease and/or purchase portable classroom(s), the district must provide documentation demonstrating that costs associated with interim housing have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance, outlined in the Form SAB TBD.
(2) If the district reasonably expects to receive future insurance proceeds or any other government disaster assistance attributable to costs of interim housing, the district must provide all of the following:
(A) An estimate of the insurance proceeds or any other government disaster assistance the district may receive for interim housing expenses;
(B) A narrative statement indicating the necessity of interim housing assistance prior to receipt of insurance proceeds or any other government disaster assistance for this purpose; and
(C) Acknowledgement of the reporting requirement and potential of a future amendment to any Apportionment, pursuant to subsection (i)(1).
(e) Adjustments to the School Facility Program per-pupil grants.
(1) The district's New Construction Eligibility will be adjusted for any net increase in classroom capacity resulting from the lease and/or purchase of portable classrooms in the project pursuant to Section 1859.51(i).

(2) Notwithstanding Section 1859.51(i), if the portable classrooms leased and/or purchased for interim housing are removed from school use at the time of the repair/replacement of impacted school facilities, the adjustment in (1) shall be reversed.
(f) Districts that qualify for Financial Hardship assistance pursuant to Section 1859.81 may file an application for funding and determination of program eligibility in advance or in conjunction with an application for interim housing assistance.
(g) Interim housing assistance may not be requested in place of:
(1) An SFP New Construction or Modernization application
(2) A Facility Hardship application
(i) Any grants provided in accordance with this Section shall be adjusted as follows:
(1) For projects that received funding pursuant to this section prior to receiving final insurance proceeds or government disaster assistance for interim housing, grants will be reduced by 50 percent of any insurance proceeds or government disaster assistance collected by the district for the project. Any proceeds and government disaster assistance collected after Apportionment shall be reported to OPSC and the Apportionment will be amended accordingly.

Note: Authority cited: Section 17075.20, Education Code.

Section 1859.84.2. Natural Disaster Assistance

All applications pursuant to this Section shall be funded in the order outlined in Section 1859.93 and 1859.93.1. Any grants provided for the purposes of this Section shall supplement insurance, local, state, and federal disaster funding.

A district may qualify for any other natural disaster assistance not pursuant to SFP Regulation Sections 1859.82 or 1859.84.1 at the Board's discretion if it is determined by the Board to be impacted by a natural disaster as described in Section 1859.84. In making a determination to provide any other natural disaster assistance, the Board may consider factors including:
(a) The submittal of a Form SAB TBD that includes the following:
(1) The background and circumstances which prompted the district's request.
(2) Information relevant to the request that demonstrates funding from insurance proceeds; and local, state, and federal government disaster assistance is insufficient to rehabilitate or reconstruct school facilities that existed at the time of the natural disaster.
(3) A statement explaining why the Board should grant the district's request based on law, regulation, or another basis, including but not limited to:
(A) Justification if the project seeks funding in lieu of an SFP Facility Hardship Program application because the project exceeds the exception for Approved Application submittal deadlines outlined in Section 1859.82.1,
(B) If the project seeks funding for an SFP New Construction or Modernization application, the district must submit the following:
1. An *Application for Funding* (Form SAB 50-04)
(b) The district's New Construction Eligibility will be adjusted for any net increase in classroom capacity in the project pursuant to Section 1859.51(i).

Note: Authority cited: Section 17075.20, Education Code.

Section 1859.93. Modernization Project Funding Order.

Applications shall be funded as follows:
(a) First, to applications for Facility Hardship rehabilitation projects pursuant to Sections 1859.82.1(c) and 1859.82.2(c) in order of receipt of an Approved Application for funding; then
(b) Second, to applications for Modernization projects pursuant to Section 1859.84.2 in order of receipt of a Form SAB TBD; then
(~~b~~c) If there are no applications pursuant to subsection (a) or (b), to applications for modernization funds in order of receipt of an Approved Application for funding.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17074.15 ~~and~~ 17075.15, and 17075.20, Education Code.

Section 1859.93.1. New Construction Project Funding Order.

Applications, except those identified in (~~c~~e) through (~~e~~g) below, shall be funded as follows:
(a) First, ~~to applications for Facility Hardship pursuant to Section 1859.82 in order of receipt of an Approved Application for funding; then,~~ to applications pursuant to Section 1859.84.1 in order of receipt of a Form SAB TBD; then
(b) Second, to applications for Facility Hardship pursuant to Section 1859.82 in order of receipt of an Approved Application for funding; then,
(c) Third, to applications pursuant to Section 1859.84.2 in order of receipt of a Form SAB TBD; then
(~~b~~d) If there are no applications pursuant to subsection (a), (b) or (c), to applications for New Construction Grant(s) in order of receipt of an Approved Application for Funding.
(~~c~~e) Approved Applications for New Construction Grant(s) funded with the proceeds of state bonds approved by the voters prior to January 1, 2002.
(~~d~~f) Approved Applications for New Construction Grant(s) authorized by Education Code Sections 17078.10 through 17078.30.
(~~e~~g) Approved Applications that utilize pupil eligibility derived from the Alternative Enrollment Projection method. These applications shall be funded in order of receipt once the OPSC and the DRU have approved the Alternative Enrollment Projection method or the Alternative Enrollment Projection annual update.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17072.25, 17070.35, ~~and~~ 17075.15, and 17075.20, Education Code.

Alberto M. Carvalho
Superintendent

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April 25, 2025

Rebecca Kirk, Executive Director
Office of Public School Construction
Department of General Services
707 Third St
West Sacramento, CA 95605

Re: Proposition 2 Implementation Stakeholder Meeting #8

Dear Ms. Kirk,

On behalf of the Los Angeles Unified School District (Los Angeles Unified), we appreciate OPSC's Proposition 2 stakeholder engagement and welcome the opportunity to provide input on the proposed amendments to the Schol Facility Program in response to Proposition 2.

The comments and recommendations provided below correspond to the topics raised and materials provided for the April 10, 2025, Implementation Stakeholder Meeting #8.

Interim Housing and Natural Disaster Assistance

In response to OPSC's request for stakeholder feedback regarding the "any other assistance" provision in Education Code section 17075.20(e), Los Angeles Unified suggests that allowable costs include the *contents* of interim buildings, which may include furnishings, equipment, and other necessary items required to support educational operations during disaster recovery.

Five-Year Master Plan

Stakeholder Feedback #1 – OPSC has stated that review by another agency is not required prior to submission of a master plan. However, Los Angeles Unified encourages OPSC to make technical assistance available to school districts that seek to have their master plans reviewed prior to

submission to their local governing boards for approval. This support would be particularly important when a district is submitting a master plan for the first time, to help ensure the completeness of the plan and to avoid missing elements.

Stakeholder Feedback #2 – OPSC's response to Stakeholder Feedback #2 asserts that a master plan must have at least four years remaining on its term at the time of funding application. This interpretation introduces a new requirement not supported by the plain language of the statute, effectively mandating that school districts must revise their master plans each year an application is submitted. Education Code requires only the submission of a five-year master plan or an updated five-year master plan; it does not require that the plan project five years forward from the date of application or maintain a minimum number of four years remaining. Accordingly, Los Angeles Unified urges OPSC to align its interpretation of Education Code section 17070.95 with the statutory language, and to require only that school districts submit a five-year facilities master plan or an updated five-year facilities master plan.

Sincerely,



Sasha Horwitz
Legislative Advocate
Los Angeles Unified School District

April 25, 2025

Communications Team
Office of Public School Construction (OPSC)
707 Third St, 4th Floor
West Sacramento, CA 95605

RE: FEEDBACK ON TOPICS PRESENTED DURING APRIL 10, 2025 STAKEHOLDER MEETING FOR IMPLEMENTATION OF PROPOSITION 2 FOR THE SCHOOL FACILITY PROGRAM

To Whom it May Concern:

Hancock Park & DeLong, Inc. appreciates the opportunity to continue providing feedback regarding the topics presented during the eighth Proposition 2 Stakeholder meeting held on April 10, 2025. Below is a summary of our comments and concerns:

- **Interim Housing and Natural Disaster Assistance**
  - Proposed regulations:
    The definition for Interim Housing should not be limited to only those circumstances where students are temporarily housed due to modernization projects or as a result of natural disaster, as it is also used commonly to temporarily house students in other situations as well (i.e., facility hardships, students awaiting new construction, etc.). Limiting the definition of Interim Housing to only those 2 situations could significantly impact other SFP Regulation sections.

- **Five-Year Master Plan**
  - We urge OPSC to reconsider the interpretation that the five-year facility master plan must be updated annually, or have 4 years remaining on the plan after board approval. To require an annual update is overly prescriptive and alters the very essence of a five-year plan – an annual update requirement would change the master plan from a "five-year plan" to an annual plan, which alters the statutory requirement.

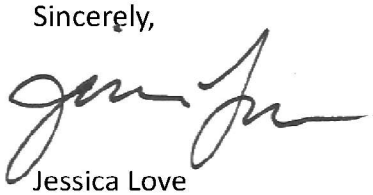
    It is a general and long-standing capital planning practice to develop long-term facilities master plans because those master plans require several years to be implemented and realized. Consider, for example, the five-year enrollment projections that inform new construction

eligibility under the School Facility Program – five-year projections are needed to account for the long-term planning/design, agency approval and construction schedules associated with new construction and the associated housing of new students. Master planning under the School Facility Program should be afforded the same long-held industry standard. We encourage OPSC to allow facility master plans to be considered valid for the full five years upon a district's board approval, and to then require an updated master plan thereafter.

- We appreciate a pragmatic approach to the requisite facility inventory and enrollment data and appreciate OPSC being open to accepting the existing Forms SAB 50-01, SAB 50-02 and/or SAB 50-03, as a snapshot in time. Flexibility to provide the data in another format is also requested. We also appreciate the flexibility in the format permitted for the capital planning budget.

Please let us know if you have any questions or would like additional information regarding these topics. We look forward to continuing conversations as these topics progress with development.

Sincerely,



Jessica Love
Hancock Park & DeLong

OFFICE OF PUBLIC SCHOOL CONSTRUCTION
STAKEHOLDER MEETING
June 12, 2025

PROPOSED REGULATORY AMENDMENTS FOR SCHOOL FACILITY PROGRAM INTERIM HOUSING AND NATURAL DISASTER ASSISTANCE

PURPOSE

To continue to discuss and receive stakeholder input regarding proposed regulatory amendments to the School Facility Program (SFP) resulting from provisions of the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), which was approved by a majority of California's voters on November 5, 2024.

AUTHORITY

See Attachment A6a.

DESCRIPTION

This report is a continuation of the discussion of interim housing and natural disaster assistance pursuant to Education Code (EC) Section 17075.20, which was presented to stakeholders on February 13 and April 10, 2025. Additionally, this report modifies proposed regulatory amendments building upon the information presented to stakeholders on April 10, 2025. Office of Public School Construction (OPSC) staff received written comments from one district and one district consultant (see Attachment B) following that meeting. This report addresses those comments and proposes additional changes with the goal of ensuring clear program requirements for applicants and OPSC as the program administrator.

Attachment A6b contains proposed SFP Regulation additions and amendments for discussion.

BACKGROUND

Stakeholder Feedback
On April 10, 2025, OPSC presented proposed regulations and concepts based on the new statutory authority of EC Section 17075.20. This statute provides authority for the State Allocation Board (Board) to fund Interim Housing following a natural disaster for which the Governor has declared a state of emergency. It also authorizes the Board to provide "any other assistance" to a school district or county office of education (COE) determined by the Board to be impacted by a natural disaster for which the Governor has declared a state of emergency.

For purposes of this item, school districts and COEs will be referred to as "school districts."

STAFF ANALYSIS/DISCUSSION

OPSC previously presented an overview of EC Section 17075.20, subdivisions a through e, and provided proposals for concepts, procedures, and regulations related to Interim Housing and Natural Disaster Assistance.

As mentioned in the previous meeting, the new sliding scale matching share and Financial Hardship criteria are applicable to this program.

Summary of Stakeholder Feedback

Staff would like to thank stakeholders who were able to view, attend, or participate in this meeting and also those who provided valuable feedback either at the meeting or through written correspondence to OPSC. Below is a summary of stakeholder feedback received as a result of the April 10 meeting.

Stakeholder Feedback	OPSC Response
1. Regarding the "any other assistance" provision in EC Section 17075.20(e), the stakeholder suggests that the allowable costs include the contents of interim buildings, which may include furnishings, equipment, and other necessary items required to support educational operations during disaster recovery.	**1.** According to the Federal Emergency Management Agency (FEMA), the repair or replacement of equipment and furnishings are eligible for FEMA reimbursement if the damage or destruction occurred in a declared event. Examples cited include items such as administrative office equipment and furniture, science and computer labs, musical equipment, art equipment, gym equipment and sports equipment, scoreboards, and cafeteria equipment. Additionally, in comprehensive insurance policies, items such as furnishings, equipment, and other necessary items required to support educational operations may be covered, and insurance proceeds may be expended toward those expenses. OPSC and the Board may consider supplementing funding related to these items on a case-by-case basis, provided these costs are offset by insurance proceeds and any other local, state, or federal assistance.

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
	1. (cont.) Consistent with the current Grant Agreement for Modernization and new construction projects, furniture and equipment that meet all of the criteria as described in EC Sections 17072.35 and 17074.25 and the California School Accounting Manual, Procedure 770, are eligible expenditures if funding is provided for these items.
2. Regarding the proposed regulations, the definition for Interim Housing should not be limited to only those circumstances in which students are temporarily housed due to modernization projects or as a result of a natural disaster, as Interim Housing is also used commonly to temporarily house students in other situations as well (i.e., facility hardships, students awaiting new construction, etc.). Limiting the definition of Interim Housing to only those two situations could significantly impact other SFP Regulation sections.	**2.** The current definition of Interim Housing within the SFP Regulations was restricted to "the rental or lease of classrooms used to house pupils temporarily displaced as a result of the modernization of classroom facilities." The purpose of adding purchasing and a reference to "as a result of a natural disaster for which the governor has declared a state of emergency, pursuant to EC Section 17075.20" to the definition does not appear to impact other SFP Regulation sections; however, OPSC welcomes feedback on any impact that stakeholders may see from the proposed addition to regulations. However, given the current Grant Agreement lists interim housing as an eligible expenditure for all types of projects, OPSC agrees with the stakeholder that the current definition does not capture the variety of circumstances that may necessitate interim housing. OPSC acknowledges that there may be other circumstances in which interim housing is necessary, and agrees with the stakeholder that the definition should be broadened to accommodate additional potential circumstances that may warrant interim

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
	2. (cont.) housing. As a result, please see the proposed regulatory changes below outlining this proposed amendment under SFP Regulation Section 1859.2.

The April 10 meeting was recorded, and as a result, feedback that OPSC was able to respond to at the time of the meeting that did not impact the proposed regulations may be found here: April 10, 2025 OPSC Proposition 2 Stakeholder Meeting #8

The full text of the previous stakeholder meeting item may be found here: April 10, 2025 OPSC Proposition 2 Stakeholder Meeting #8 - Item

Considering the feedback received at and following the April 10 stakeholder meeting, OPSC developed modifications to the proposed regulations and considerations to implement these provisions.

Summary of Proposed SFP Regulations

The following summary of proposed regulations primarily highlights changes from the proposed regulations previously presented at the April 10 stakeholder meeting. The full text of the latest proposed regulatory amendments may be found within Attachment A6b.

SFP Regulation Section 1859.2 – Definitions
Previously, OPSC proposed a new form for the purpose of requesting Interim Housing and Natural Disaster Assistance funding. OPSC proposes naming this form the *Interim Housing and Natural Disaster Assistance Request* (Form SAB 195). This Form will be required to request either Interim Housing Assistance or Natural Disaster Assistance.

OPSC also proposes an amendment to the definition of “Interim Housing” to add the use of the purchased classrooms, in addition to rented or leased classrooms, as a result of modernization or construction of classroom facilities, or as a result of a natural disaster for which the Governor has declared a state of emergency. This amendment is intended to capture the variety of circumstances in which a school district may need to acquire interim housing.

SFP Regulation Section 1859.31 – Gross Classroom Inventory
OPSC proposes an amendment to existing subdivision (i) to capitalize the defined term “Interim Housing” and remove reference to the distinction of it being for a modernization project in order to reference back to the new proposed Definition.

STAFF ANALYSIS/DISCUSSION (cont.)

SFP Regulation Section 1859.51 – Adjustments to the New Construction Baseline Eligibility
In the April 10 stakeholder item, OPSC introduced the concept of, a "placeholder" adjustment that would be included on the school district's new construction eligibility baseline when interim housing is first placed on site. OPSC proposes that subdivision (t)(1) be added to function as the placeholder adjustment for purchased portable classrooms, noted as a t1 adjustment type. OPSC notes that the "placeholder" adjustment for portables leased for more than five years would already effectively be made pursuant to subdivisions (i)(4) and (i)(5).

OPSC also proposes removing language within subdivision (i)(5) to reference the new Definition of "Interim Housing".

Following this adjustment, OPSC proposes that subdivision (t)(2) be added, to account for the reversal of the placeholder adjustment when the school district permanently removes the purchased portable classrooms within eight years of occupancy as Interim Housing pursuant to Section 1859.84.1.

Finally, OPSC acknowledges that due to enrollment considerations, school districts may or may not replace all classrooms on site that were destroyed or rendered unsafe to occupy. As a result, OPSC proposes that subdivision (u) be added. This subdivision states that any classrooms destroyed or rendered unsafe to occupy as a result of a natural disaster declared on or after July 3, 2024, that will not be replaced, may be adjusted on the new construction eligibility baseline by being removed from the district's classroom inventory. This would provide school districts the opportunity to apply for SFP new construction funding at a later date if projected enrollment exceeds the classroom capacity of the school district following normal SFP New Construction eligibility criteria.

Additionally, subdivision (u) would permit the Board to consider adjustments to classrooms that were destroyed or rendered unsafe to occupy that precede July 3, 2024 on a case-by-case basis.

These concepts are addressed in greater detail with an illustrative example located on page 8 of this item.

SFP Regulation Section 1859.84.1 — Interim Housing Assistance
The addition to this proposed section is the inclusion of the proposed new Form SAB 195.

STAFF ANALYSIS/DISCUSSION (cont.)

SFP Regulation Section 1859.84.2— Natural Disaster Assistance
Additions to this proposed section include the following:

- The inclusion of the proposed new Form SAB 195.
- Reference to grants provided for purposes of this section as a new construction grant, allocated on a 50 percent state share basis, has been removed.
- Reference to Section 1859.79 has been added.
- Inclusion of the phrase “but not limited to” related to factors that the Board may consider when determining to provide any other natural disaster assistance.
- Subdivision (a) has been added to indicate that the Board may consider previous SFP Approved Applications that received an apportionment for the impacted site as it relates to the natural disaster.
- Subdivision (g) has been added to reference that the Apportionment will be subject to the requirements of SFP Regulation Section 1859.104.

The purpose of removing the reference to grants provided for the purposes of this section as a new construction grant, allocated on a 50 percent state share basis, is to maximize programmatic opportunities to participate for school districts. The first stakeholder meeting held on February 13, 2025, considered grants provided as a new construction project, allocated on a 50 percent state share basis. The subsequent meeting, held on April 10, 2025, refined this consideration to be specific to assistance for Interim Housing requests, as this assistance is directly associated with new construction to replace lost buildings.

OPSC proposes that the Board should have the flexibility to provide grants for the purposes of Natural Disaster Assistance on either a 50 percent state share basis for new construction projects or a 60 percent state share basis for Modernization projects, dependent on the type of project for which assistance is requested. As a result, reference to Section 1859.79 *Modernization Matching Share Requirement* has been added.

As the regulations indicate, the Board may consider any previous SFP apportionment for the impacted site related to the natural disaster.

If the school district’s request for natural disaster assistance is in lieu of funding for facility hardship, new construction, or modernization, the district must provide justification for its request.

For the full text of proposed regulatory amendments, please reference Attachment A6b.

STAFF ANALYSIS/DISCUSSION (cont.)

***Interim Housing and Natural Disaster Assistance Request* (Form SAB 195)**
OPSC is presenting a proposed Form SAB 195 for school districts to specifically request assistance pursuant to EC Section 17075.20.

This Form is intended to be used to request either Interim Housing or Natural Disaster Assistance. If a school district has multiple sites impacted, it must submit individual applications using this Form to request assistance for each site. The Form has a total of nine proposed sections, wherein requests for assistance may deem certain sections of the Form as applicable and some as not applicable.

Notable components of the Form are as follows:

- Section 1 requests the school district indicate the type of application.
- Section 2 requests that the school district indicate any submitted applications that are currently on the OPSC workload or ARBBA lists.
- Section 3 requests that the school district indicate any applications that are specific to the impacted site and received Board approval after the date of the natural disaster.
- Section 4 requests that the school district indicate whether there is a state of emergency declared by the Governor, and if so, that the school district provide the number of the Executive Order regarding the state of emergency is and the date it was proclaimed.
- Sections 8 and 9 are for the school district to include a narrative for the request for Interim Housing or Natural Disaster Assistance, respectively.

The Form SAB 195 is included on Attachment A6c, and OPSC welcomes stakeholder feedback on the currently proposed Form.

Interim Housing and Natural Disaster Assistance Checklist
OPSC has also prepared a proposed checklist to serve as a tool to support school districts in identifying necessary information required for a complete submittal for this assistance.

The checklist is intended to be a functional document which the district may reference during the course of submitting an application to request this assistance, and is included on Attachment A6d for purposes of stakeholder feedback.

New Construction Eligibility Baseline Adjustments – Net Gains or Losses
New construction eligibility is calculated based on a school district's projected need to house new pupils and is adjusted for any additional capacity beyond what was captured on the *Existing School Building Capacity* (Form SAB 50-02) at the time of eligibility establishment.

STAFF ANALYSIS/DISCUSSION (cont.)

OPSC has outlined an example below demonstrating how the proposed regulations for SFP Regulation Section 1859.51 may impact the school district's baseline eligibility for new construction, specifically for net losses of classrooms. The example below provides a fictional circumstance in which a school district was impacted by a natural disaster that destroyed or severely damaged classrooms.

Number of Classrooms Destroyed/Severely Damaged	Interim Housing Acquired (Purchased) to House Students	Number of Classrooms Being Rehabilitated/Restored
6	5	4

In this illustrative example, *California Poppy Union School District* (District), a one-school school district that has already established new construction eligibility, had a total of six classrooms completely destroyed in a wildfire at Golden Trout Elementary. The District determines that, in order to house their 98 K-6 pupils, which was the enrollment at the time of the natural disaster, they need a total of five classrooms to accommodate the current student population. This District previously established new construction baseline eligibility and utilized their available eligibility. As a result, their new construction baseline will appear as such:

SFP New Construction ELIGIBILITY BASELINE ADJUSTMENT WORKSHEET

School District: California Poppy Union School District ***Application No.*** 50/00000-00-000

Site: ***County*** Sunshine

Date of Change	Baseline Adjustments					Type	Type of Adjustment Pursuant to Section 1859.51	Total Grant Request	Net Baseline Eligibility				
	K - 6	7 - 8	9 - 12	Non-Severe	Severe				K - 6	7 - 8	9 - 12	Non-Severe	Severe
3/27/24	200	0	0	0	0		Establish Baseline Eligibility	200	200	0	0	0	0
3/27/24	-200	0	0	0	0	a	Application #50/00000-00-001	-200	0	0	0	0	0
4/23/25	-125	0	0	0	0	t1	Interim Housing Acquired Pursuant to SFP Regulation Section 1859.84.1	-125	-125	0	0	0	0

This adjustment dated April 23, 2025 accounts for the additional capacity of five purchased portable classrooms functioning as Interim Housing, pursuant to SFP Regulation Section 1859.84.1. This t1 adjustment is pursuant to the proposed SFP Regulation Section 1859.51(t)(1).

STAFF ANALYSIS/DISCUSSION (cont.)

Two years later, the District removes the five Interim Housing classrooms. Upon notifying OPSC, the baseline appears as follows:

SFP New Construction ELIGIBILITY BASELINE ADJUSTMENT WORKSHEET

School District: California Poppy Union School District ***Application No.*** 50/00000-00-000

Site: ***County*** Sunshine

Date of Change	Baseline Adjustments					Type	Type of Adjustment Pursuant to Section 1859.51	Total Grant Request	Net Baseline Eligibility				
	K - 6	7 - 8	9 - 12	Non-Severe	Severe				K - 6	7 - 8	9 - 12	Non-Severe	Severe
3/27/24	200	0	0	0	0		Establish Baseline Eligibility	200	200	0	0	0	0
3/27/24	-200	0	0	0	0	a	Application #50/00000-00-001	-200	0	0	0	0	0
4/23/25	-125	0	0	0	0	t1	Interim Housing Acquired Pursuant to SFP Regulation Section 1859.84.1	-125	-125	0	0	0	0
4/28/27	125	0	0	0	0	t2	Interim Housing Removed Pursuant to SFP Regulation Section 1859.84.1	125	0	0	0	0	0

This adjustment, dated April 28, 2027, is made pursuant to the proposed SFP Regulation Section 1859.51(t)(2), which functions as a reversal of the previous adjustment for portable classrooms that are permanently removed from the school district.

As evidenced by the purchased Interim Housing adjustment, there is no net loss or gain of classrooms, as the adjustment is made as a result of the school district selling/removing the portable classroom(s) purchased for purposes of interim housing if it was more cost effective to do so as opposed to leasing.

Subsequently, the District opted to rebuild four of the six destroyed classrooms, meaning that two K-6 classrooms with a pupil capacity of 50 would be eligible to be returned to the school district's baseline eligibility through an adjustment pursuant to the proposed SFP Regulation Section 1859.51(u).

Therefore, there would be an adjustment on the new construction eligibility baseline to remove that classroom capacity, as follows:

STAFF ANALYSIS/DISCUSSION (cont.)

SFP New Construction ELIGIBILITY BASELINE ADJUSTMENT WORKSHEET

School District: California Poppy Union School District **Application No.** 50/00000-00-000

Site: **County** Sunshine

Date of Change	Baseline Adjustments					Type	Type of Adjustment Pursuant to Section 1859.51	Total Grant Request	Net Baseline Eligibility				
	K - 6	7 - 8	9 - 12	Non-Severe	Severe				K - 6	7 - 8	9 - 12	Non-Severe	Severe
3/27/24	200	0	0	0	0		Establish Baseline Eligibility	200	200	0	0	0	0
3/27/24	-200	0	0	0	0	a	Application #50/00000-00-001	-200	0	0	0	0	0
4/23/25	-125	0	0	0	0	t1	Interim Housing Acquired Pursuant to SFP Regulation Section 1859.84.1	-125	-125	0	0	0	0
4/28/27	125	0	0	0	0	t2	Interim Housing Removed Pursuant to SFP Regulation Section 1859.84.1	125	0	0	0	0	0
4/28/27	50	0	0	0	0	u	Removal of Existing CR due to Fire	50	50	0	0	0	0

This adjustment allows for the new construction eligibility baseline to account for any net gains or losses of classrooms due to a natural disaster for which the Governor has declared a state of emergency, pursuant to the proposed SFP Regulation Section 1859.51(u).

OPSC recognizes that these are new adjustments, and has preemptively compiled some scenarios and responses to anticipate concerns regarding these adjustments and potential future impacts to the new construction eligibility baseline and any Approved Applications on the SFP workload or ARBBA lists.

Scenario #1
What if the school district has never established new construction baseline eligibility?

OPSC Response
No eligibility adjustment would be necessary, as the school district has not established new construction baseline eligibility. If the school district were to request new construction funding, they would be required to establish and OPSC would account for total school district capacity at that time following SFP Regulations.

Scenario #2
What if the school district has a new construction funding application for which the added adjustment of temporary housing negates any demonstration of capacity needs? For instance, let's pose that California Poppy Union had submitted an enrollment update for the 2024/2025 enrollment year that provided them 125 K-6

STAFF ANALYSIS/DISCUSSION (cont.)

pupils pre-natural disaster, and had a new construction application on the workload list that was set to be processed at the same time the district suffers a natural disaster, and wishes to request Interim Housing.

OPSC Response
For such an instance, OPSC proposes that the funding provided for the application would have a special condition that:

> "On (Apportionment date), the Board approved an Interim Housing Apportionment for the District for xx pupil grants at the [Insert as appropriate: K-6, 7-8, 9-12] grade level(s), as prescribed in Regulation Section 1859.84.1. With this item, the District is requesting funding associated with the impacted site for which Interim Housing was acquired, pursuant to Regulation Section 1859.84.2. Therefore, the adjustment approved on (Apportionment date) shall follow the funding application's pupil grant adjustment."

OPSC proposes to evaluate eligibility preceding the adjustment (which is reversable once removed unless the District wishes to retain the housing beyond the replacement of the facilities) for purposes of applications requesting this specific Natural Disaster Assistance new construction funding. Applicants wishing to pursue this avenue of assistance would still be subject to the submittal of new construction eligibility updates in accordance with SFP Regulation Section 1859.51.

To reiterate from the previous meeting, the assumption is that the portable classrooms purchased pursuant to this EC Section function as temporary housing while the school is being rebuilt or rehabilitated, and that the school would be rebuilt to pre-disaster capacity. OPSC recognizes the need to be flexible as it relates to applications received for this provision's assistance.

Scenario #3
If the school district is requesting reimbursement for Interim Housing, and the facilities have already been removed from campus at the time of this request, would there be any line adjustments to the new construction eligibility?

OPSC Response
The school district would not need an adjustment to the new construction eligibility baseline if the interim housing has been removed prior to this assistance.

Natural Disaster Assistance Request - Example
In the following illustrative example of a Natural Disaster Assistance Request, the "California Golden Bear High School District," which has undergone the outlined process of requesting Natural Disaster Assistance, has sought funding through the SFP prior to requesting "any other assistance." Below is an outlined process.

STAFF ANALYSIS/DISCUSSION (cont.)

A massive fire destroyed the entirety of California Golden Bear High School, which contained all the facilities for the entire District. This was a natural disaster for which the Governor had declared a state of emergency, currently listed as “open” on the California Office of Emergency Services’ website.

The Board initially approved a design funding Apportionment for an SFP project. Subsequently, the District submitted an SFP application and an accompanying appeal request for immediate processing and funding for the full adjusted grant (permitting availability of funding).

The Board subsequently approved the appeal and its accompanying application. Following this, the school district submitted an appeal for additional funding assistance pursuant to EC Section 17075.20(e) for “any other assistance.”

Future Discussion

In a future meeting, OPSC anticipates discussing and opening the conversation for stakeholder feedback on the following:

- Proposed regulations for program accountability requirements, including annual reporting requirements
- Proposed new grant agreement (GA) for Interim Housing
- Proposed new GA for Natural Disaster Assistance
- Considerations for the offset of any future insurance proceeds/disaster assistance may be addressed after the Apportionment

Below are descriptions of the intended format and contents of the new GAs, which will be streamlined and briefer than existing GAs for other SFP projects:

Interim Housing Grant Agreement
This GA will follow similar formatting to the one used for SFP projects, however it will be refined exclusively for the purposes of school districts requesting interim housing assistance pursuant to EC Section 17075.20.

This GA will be a required agreement for each approved Interim Housing Assistance application and will contain examples of eligible and ineligible project expenditures.

The GA would also indicate the scope of Interim Housing Assistance, such as the number of portable classrooms requested by means of leasing/purchasing, and the duration of use.

STAFF ANALYSIS/DISCUSSION (cont.)

It will also detail annual reporting requirements for purposes of tracking interim housing usage. Due to necessary flexibility regarding the need for and usage of interim housing, OPSC anticipates an annual narrative to be provided to OPSC from the school district until the project is completed.

Once completed, the school district would provide a final expenditure report and annual savings report. This would be subject to the K-12 Audit provisions outlined in EC Section 41204.

Natural Disaster Assistance Grant Agreement

This proposed GA will detail an annual reporting requirement wherein the school district provides an annual narrative from a status of the project standpoint, with a final expenditure report of three or four years, dependent on whether the project is located on an elementary school, middle school, or high school (pursuant to SFP Regulation Section 1859.104).

Once completed, the school district would provide a final expenditure report and annual savings report. This would be subject to the K-12 Audit provisions outlined in EC Section 41204.

AUTHORITY

Education Code (EC) Section 17071.30 – Existing School Building Capacity

For purposes of determining the existing school building capacity, each applicant school district shall include each portable classroom, whether owned or leased, except as otherwise provided in subdivision (a) or (b).

(a) Portable classrooms leased pursuant to Chapter 14 (commencing with Section 17085) shall be excluded from the existing school building capacity. Portable classrooms obtained by an applicant district pursuant to subdivision (b) of Section 17088.5 shall be excluded from the existing school building capacity, except as to any portable classroom or classrooms for which the district rejected the board's offer to purchase pursuant to that subdivision. Portable classrooms leased for a period of less than five years prior to the date of application shall not be included in existing school building capacity.

(b) The number of portable classrooms, reduced by the number of portable classrooms used as interim housing for modernization projects, that exceed 25 percent of the number of permanent classrooms available to the district shall not be included in the existing building capacity.

EC Section 17075.20 – Hardship Application

(a) Notwithstanding any other law, the board may provide assistance under this chapter for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and county offices of education impacted by a natural disaster for which the Governor has declared a state of emergency. The allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance.

(b) For purposes of this section, and notwithstanding any other section of this chapter, school districts and county offices of education determined by the board to be impacted by a natural disaster as described in subdivision (a) are deemed to meet the requirements set forth in Section 17075.10.

(c) Notwithstanding any other law, a school district or county office of education that receives assistance under this section shall be entitled to retain savings from a project and use those savings for other high-priority capital outlay purposes consistent with the requirements of subdivision (c) of Section 17070.63.

(d) (1) A grant provided pursuant to this section shall not affect the applicant's eligibility for any other program under this chapter.

(2) Notwithstanding paragraph (1), a portable classroom purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75.

(e) The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster as described in subdivision (a).

AUTHORITY (cont.)

School Facility Program (SFP) Regulation Section 1859.31(i) states, in part:

The district shall prepare a gross inventory consisting of all classrooms owned or leased in the district, the HSAA or Super HSAA as appropriate. For the purpose of this gross classroom inventory, the following shall be considered a classroom. Any classroom:

…

(i) acquired for interim housing for a modernization project.

…

SFP Regulation Section 1859.32(j) states, in part:

After the gross classroom inventory has been prepared pursuant to Section 1859.31, it will be reduced by the following. Any classrooms:

…

(j) any portable classroom excluded by Education Code Section 17071.30.

…

SFP Regulation Section 1859.51(i) states, in part:

The baseline eligibility for new construction determined on the Form SAB 50-03 will be adjusted as follows:

…

(i) Reduced by the number of pupils housed, based on loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any Classroom Provided after the baseline eligibility was determined by the Board with the exception of those pupils housed or to be housed in a classroom:

…

(4) That is a portable classroom leased for a period of less than five years, whether in a single lease or cumulative total of several leases.

(5) That is a portable classroom that needs to be leased beyond five years to provide interim housing in a modernization or new construction project provided the cumulative lease term does not exceed a specified time period as determined by the SAB not to exceed three years on each qualifying project. For this purpose, a project means all work contained in a single set of construction plans.

SFP Regulation Section 1859.104. Program Reporting Requirements.

A district receiving funds in accordance with the Act shall submit the following:

(a) An expenditure report from the district on the Form SAB 50-06. The program reporting requirements are as follows:

(1) The first expenditure report shall be due one year from the date that any funds were released to the district for the project pursuant to Section 1859.90 or 1859.90.2, or upon completion of the project, whichever occurs first. A project shall be deemed complete when either of the following occur:

AUTHORITY (cont.)

(A) When the notice of completion for the project has been filed, all outstanding invoices, claims, change orders have been satisfied and the facility is currently in use by the district.
(B) Three years from the date of the final fund release for an elementary school project or four years from the date of the final fund release for a middle or high school project.
(2) The second and subsequent expenditure reports, if necessary, shall be due annually beginning one year from the first report, or upon completion of the project, whichever occurs first. The final expenditure report must be made no later than three years from the date of the final fund release for an elementary school project or four years from the date of the final fund release for a middle or high school project.
(b) With the exception of projects that qualify for an apportionment pursuant to Section 1859.75.1, a progress report, in the form of a narrative from the district, shall be due 18 months from the date any funds were released to the district for the project pursuant to Section 1859.90 or 1859.90.2. The progress report shall include information regarding the progress the district has made towards substantial completion of the project. If the notice of completion has been filed within 18 months of the release of funds pursuant to Section 1859.90 or 1859.90.2, or the expenditure reports required in (a)(1) or (2) indicate that substantial progress (as defined in Section 1859.105) on the project has occurred, no progress report is required.
(c) A progress report, in the form of a narrative from the district, shall be due 12 months from the date the site acquisition funds were apportioned to the district for the project pursuant to Section 1859.75.1. The progress report shall include information regarding the progress the district has made towards acquiring the site as outlined in Section 1859.105.1 and may contain other evidence of reasonable effort to substantiate progress towards acquiring the site for purposes of an extension of the site apportionment as authorized by Education Code Section 17072.13(c)(2).
(d) If an apportionment was made for a district-owned site pursuant to Section 1859.74.5, a certification that the non-school function currently taking place on the district-owned site has been discontinued or relocated. The certification must be submitted to the OPSC no later than the following dates:
(1) If the project is for an elementary school, 66 months from the date of the site apportionment.
(2) For all other projects, 78 months from the date of the site apportionment.
(e) If an Apportionment was made under the Overcrowding Relief Grant pursuant to Section 1859.180, the School District must provide a certification that the replaced portables were removed from the eligible site and from service pursuant to Education Code Section 17079.30.
(f) A School District receiving an Apportionment for high performance incentive grants pursuant to Section 1859.71.6 or 1859.77.4 shall submit a completed

AUTHORITY (cont.)

Project Information Worksheet to the OPSC for all expenditures related to the additional design and construction costs of the high performance building components. In addition, the School District shall provide information related to resulting energy savings and efficiency, as well as other resulting benefits. The Project Information Worksheet shall be submitted with the Form SAB 50-05 and the District's first and final Forms SAB 50-06 pursuant to (a)(1) and (2) above.
(g) A School District receiving funds shall submit a summary report of expenditures of state funds and of school district matching funds annually until all state funds and school district matching funds are expended, pursuant to Education Code Section 17076.10(a).

PROPOSED REGULATIONS

Section 1859.2. Definitions.

…

"Form SAB 195" means the *Interim Housing and Natural Disaster Assistance Request* (Form SAB 195) (New xx/25), which is incorporated by reference.

…

"Interim Housing" means the rental, purchase, or lease of classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities~~.~~, or as a result of a natural disaster for which the governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

…

Note: Authority cited: Sections 17075.20, 17070.35 and 17078.64, Education Code.

Section 1859.31. Gross Classroom Inventory.

The School ~~d~~District shall prepare a gross inventory consisting of all classrooms owned or leased in the district, the HSAA or Super HSAA as appropriate. For the purpose of this gross classroom inventory, the following shall be considered a classroom. Any classroom:

(a) for which a contract was signed for the construction or acquisition of facilities or for which construction work has commenced at the time the SFP application for determination of eligibility is submitted to the OPSC;

(b) constructed with funds from the LPP;

(c) used for Special Day Class or Resource Specialist Programs;

(d) that are standard classrooms, shops, science laboratories, computer laboratories, or computer classrooms;

(e) acquired or created for Class Size Reduction purposes;

(f) used for preschool programs;

(g) converted to any non-classroom purpose including use by others;

(h) with Housing and Community Development or Department of Housing insignia;

(i) acquired for ~~i~~Interim ~~h~~Housing ~~for a modernization project~~;

(j) leased or purchased under the State Relocatable Program pursuant to Chapter 14 of Part 10 of the Education Code;

(k) that have a waiver for continued use by the Board for Field Act exemptions;

(l) used for Community School purposes;

(m) included in a closed school.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17071.25, 17071.30, and 17075.20, Education Code.

Section 1859.51. Adjustments to the New Construction Baseline Eligibility.

The baseline eligibility for new construction determined on the Form SAB 50-03 will be adjusted as follows:

(a) Reduced by the number of pupils provided grants in a new construction SFP project and by the number of pupils that received a Preliminary Apportionment pursuant to Section 1859.140 or a Preliminary Charter School Apportionment pursuant to Section 1859.162.2.

(b) Reduced by the number of pupils housed, based on the loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in a new construction LPP project funded under the provisions of the LPP pursuant to Sections 1859.12 or 1859.13.
(c) Reduced by the number of pupils housed in additional classrooms constructed or purchased based on the loading standards, pursuant to Education Code Section 17071.25(a)(2)(A), in a modernization SFP project.
(d) Adjusted as a result of the audit findings made pursuant to Sections 1859.90, 1859.90.3 and 1859.105.
(e) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years for all districts using a fifth-year projection or a tenth-year projection, except decreases as provided in (j) below.
For all funding requests received by OPSC on or after June 6, 2017, OPSC will notify the School District in writing that OPSC is scheduled to begin processing the School District's Form SAB 50-04 and that the School District shall submit the Form SAB 50-01 based on ~~s~~School ~~d~~District enrollment data, as shown in the table below:

OPSC Received Date of Form SAB 50-01	Enrollment Reporting Year
July 1 through October 31	Submit Prior Fiscal Year Enrollment Data
November 1 through June 30	Submit Current Fiscal Year Enrollment Data

OPSC may return the Form SAB 50-04 to the School District for failure to submit the Form SAB 50-01 within 90 calendar days of OPSC's notification.
(f) Adjusted as a result of errors or omissions by the School ~~d~~District or by the OPSC.
(g) Adjusted as a result of amendments to these Regulations that affect the eligibility.
(h) Increased by the number of pupils eligible for grants pursuant to Section 1859.82.1(b)(4)(A) or 1859.82.2(b)(4)(A).
(i) Reduced by the number of pupils housed, based on loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any Classroom Provided after the baseline eligibility was determined by the Board with the exception of those pupils housed or to be housed in a classroom:
(1) That is a trailer and transportable/towed on its own wheels and axles.
(2) Of less than 700 interior square feet.
(3) That is a portable classroom, leased pursuant to Chapter 14 (commencing with Section 17085) of the Education Code.
(4) That is a portable classroom leased for a period of less than five years, whether in a single lease or cumulative total of several leases.
(5) That is a portable classroom that needs to be leased beyond five years to provide ~~i~~Interim ~~h~~Housing ~~in a modernization or new construction project~~ provided the cumulative lease term does not exceed a specified time period as determined by the SAB not to exceed three years on each qualifying project. For this purpose, a project means all work contained in a single set of construction plans.
(6) Where the contract for the lease, lease-purchase, purchase, or construction of the classroom was made prior to January 1, 2000.
(7) That is included in a SFP project where the district has funded a portion of the project beyond its required district contribution and the pupil capacity of the classroom does not exceed 150 percent of the number of pupils receiving a new construction grant (rounded up) for the SFP project.
(8) That was acquired with joint-use funds specifically available for that purpose.

(9) That was acquired with career technical education funds specifically available pursuant to Education Code Section 17078.72.
(10) That was built or acquired exclusively for regional occupational centers, regional occupational programs, child care, preschool and/or Adult Education Programs, and with funds specifically available for those purposes.
(11) That replaces a classroom, previously included in the determination of the district's new construction eligibility pursuant to Education Code Section 17071.75, in a project funded by the School ~~d~~District without participation from the State and the School ~~d~~District permanently removes the replaced facility from classroom use immediately after the replacement classroom is occupied.
(12) That was constructed with Overcrowding Relief Grant funds specifically available for that purpose.
(j) For Small School Districts:
(1) Decreased by any reduction in projected enrollment that follows a three-year period after the district's eligibility was approved by the Board, and either (A) or (B), as applicable:
(A) Increased/decreased by changes in projected enrollment in the 2016/2017 enrollment year using a fifth-year projection or a tenth-year projection if the Form SAB 50-01 was received at OPSC by October 31, 2017.
(B) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years following 2016/2017 using a fifth-year projection or a tenth-year projection.
(2) If the Small School District does not submit an adjustment under (A) or (B) prior to OPSC notification of its schedule to begin processing the School District's request for new construction funding that was received by OPSC on or after November 1, 2012, then the requirements of (e) shall apply.
(k) Adjusted for any change in classroom inventory as a result of a reorganization election.
(l) For classroom loading standards adopted by the Board for non-severely disabled individuals with exceptional needs and severely disabled individuals with exceptional needs.
(m) As directed by the Board due to a finding of a Material Inaccuracy pursuant to Regulation Section 1859.104.1.
(n) Increased by the number of pupils that received a Preliminary Apportionment that was rescinded pursuant to Section 1859.148 or a Preliminary Charter School Apportionment that was rescinded pursuant to Section 1859.166.
(o) Adjusted for operational grant changes as determined/provided by the California Department of Education.
(p) For a HSAA School ~~d~~District with Preliminary Apportionments within the 2002 or 2004 Critically Overcrowded School Facilities Account as follows:
(1) Decreased by the number of pupils that received a Preliminary Apportionment, distributed proportionately among HSAAs in which the pupils used to justify the conversion of the Preliminary Apportionment were enrolled but did not reside.
(2) In the subsequent enrollment reporting year after verification of Occupancy of a project, increased by the number of pupils equal to the reduction due to Section 1859.51(p)(1), for the project which was occupied.
(3) Increased by the number of pupils equal to the reduction due to Section 1859.51(p)(1), for a Preliminary Apportionment rescinded pursuant to the provisions of Section 1859.148.
(q) Adjusted by the difference between the Alternative Enrollment Projection for the current enrollment reporting year and the projected enrollment determined pursuant to Section 1859.42 for the current enrollment reporting year, or by the eligibility remaining from this calculation that can no longer be utilized if the funds made available pursuant to Education Code Section 17071.75(a)(1)(A) have been exhausted.

(r) Adjusted pursuant to Education Code Section 17071.75(b)(2) by the number of pupils housed, based on the loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any classroom(s) where title was relinquished to the School District receiving the transferred classroom(s).
(s) Increased by the capacity of classrooms that meet all of the following:
(1) The classrooms are included in an Approved Application that have a qualifying health and safety threat pursuant to Sections 1859.82.1 or 185.9.82.2 that were originally included in the School ~~d~~District's baseline eligibility, except the School ~~d~~District did not have the current enrollment to support the replacement and funding of those classrooms.
(2) The classrooms are included in an Approved Application pursuant to Sections 1859.82.1 or 1859.82.2 and did not receive funding as part of that project and were demolished or removed from classroom use. Buildings removed from K-12 classroom use that remain on the school site will be identified on a list published on OPSC's website.
(3) The Board shall approve the adjustment upon receiving the local school board resolution acknowledging that the buildings have been removed from K-12 classroom use.
(t) Adjusted by the capacity of classrooms, as applicable:
(1) Decreased by the number of pupils housed in portables classrooms purchased for purposes of Interim Housing pursuant to Education Code Section 17075.20.
(2) Increased by the number of pupils housed in portable classrooms purchased pursuant to Section 1859.51(t)(1) that are permanently removed from the School District within eight years of occupancy.
(u) Increased by the capacity of classrooms that were destroyed or rendered unsafe to occupy due to a natural disaster for which the Governor declared a state of emergency on or after July 3, 2024, that the School District elected not to replace. The Board may consider adjustments for classrooms that were destroyed or rendered unsafe to occupy due to a natural disaster that occurred prior to July 3, 2024, that the School District elected not to replace, on a case-by-case basis.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17052, 17070.51, 17071.25, 17071.75, 17071.76, 17072.20, 17075.20, 17077.40, 17078.72, 17079.20, 42268, and 42270, Education Code.

Section 1859.80. General.

A School ~~d~~District shall qualify for hardship assistance by demonstrating one or more of the following:
(a) A financial hardship, as provided in Section 1859.81, which prevents the School ~~d~~District from funding all or a portion of the matching share requirement for a SFP grant.
(b) Qualification for facility hardship as provided in Sections 1859.82.1 or 1859.82.2.
(c) An Excessive Cost Hardship Grant as a result of added construction costs due to unusual circumstances as provided in Section 1859.83.
(d) Qualification for Interim Housing and natural disaster assistance as provided in Sections 1859.84.1 or 1859.84.2 as a result of a natural disaster for which the Governor has declared a state of emergency.

Note: Authority cited: Sections 17075.10 in effect as of January 1, 2024 and amended by Assembly Bill 247, Chapter 81, Statutes of 2024, and with the successful passage of Proposition 2 on November 5, 2024, 17075.20 and 17070.35, Education Code.

Section 1859.84. Interim Housing and Natural Disaster Assistance

A School District may apply for Interim Housing and natural disaster assistance as a result of a natural disaster for which the Governor has declared a state of emergency, which is subject to verification with the Governor's Office of Emergency Services to confirm the state of emergency is still open at the time of application submittal.

For purposes of this Section, a natural disaster may include, but is not limited to, events such as earthquakes, wildfires, floods, landslides, storms, hurricanes, tsunamis, and other natural catastrophes.

Applications received on or after October 31, 2024 are subject to matching share requirements in accordance with Section 1859.77.1.

Note: Authority cited: Section 17075.20, Education Code.

Section 1859.84.1. Interim Housing Assistance

All applications pursuant to Section 1859.84 shall be funded in the order of receipt of a Form SAB 195 and pursuant to Section 1859.93.1. Any funding provided by this section shall be provided as a new construction project pursuant to Section 1859.77.1. The allocated funds shall supplement funding from insurance, or any other local, state, or federal disaster assistance.

An impacted School District is eligible for funding to procure Interim Housing, including, but not limited to, the lease or purchase of portable classrooms as a result of the following:
(a) The School District has had facilities lost or damaged by a natural disaster for which the Governor has declared a state of emergency.
(1) The declared state of emergency must be "open" at the time of application submittal.
(b) To request funding to lease portable classrooms, the School District must submit the following:
(1) A completed, valid Form SAB 195 signed by an Authorized District Representative.
(2) Documentation which includes actual costs of the portable classroom(s), including but not limited to invoices or lease agreements.
(3) Documentation may include, but is not limited to, invoices for work associated with placing the portable classrooms on a site.
(4) In lieu of actual costs, School Districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request.
(c) To request funding to purchase portable classrooms, the School District must submit the following:
(1) A completed, valid Form SAB 195 signed by an Authorized District Representative.
(2) Documentation which includes actual costs of the portable classroom(s), including but not limited to, invoices or purchase agreements.
(3) Documentation, such as invoices or contracts, which includes, but is not limited to, any work associated with placing the portable classrooms on a site.
(4) In lieu of actual costs, School Districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request.
(d) (1) For all requests for assistance to lease and/or purchase portable classroom(s), the School District must provide documentation in the form of a letter of denial or a certification, demonstrating that costs

associated with Interim Housing have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance, outlined in the Form SAB 195.
(2) If the School District reasonably expects to receive future insurance proceeds or any other government disaster assistance attributable to costs of Interim Housing, the School District must provide all of the following:
(A) An estimate of the insurance proceeds or any other government disaster assistance the School District may receive for Interim Housing expenses;
(B) A narrative statement indicating the necessity for Interim Housing assistance prior to receipt of insurance proceeds or any other government disaster assistance for this purpose; and
(C) Acknowledgement of the reporting requirement and potential of a future amendment to any Apportionment, pursuant to subsection (f).
(e) Interim Housing assistance may not be requested in place of:
(1) An Approved Application pursuant to Section 1859.70
(2) An Approved Application pursuant to Section 1859.82.1
(f) Any Apportionment provided in accordance with this section shall be adjusted for projects that received funding pursuant to this section prior to receiving insurance proceeds or government disaster assistance for Interim Housing. The Apportionment will be reduced by 50 percent of any insurance proceeds or government disaster assistance collected by the School District for the project subsequent to the date of the Apportionment. Any insurance proceeds and/or government disaster assistance collected after Apportionment shall be reported to OPSC in the form of an annual narrative from the date of the Apportionment until all claims for insurance proceeds and requests for government disaster assistance are closed, and the Apportionment will be adjusted accordingly.
(g) The Apportionment will be subject to the requirements of Section 1859.104.

Note: Authority cited: Section 17075.20, Education Code.

Section 1859.84.2. Natural Disaster Assistance

All applications pursuant to this Section shall be funded in the order outlined in Section 1859.93 and 1859.93.1. Any grants provided for the purposes of this Section shall be provided in accordance with Section 1859.77.1 and 1859.79 and shall supplement insurance, local, state, and federal disaster funding.

A School District may qualify for funding at the Board's discretion if it is determined by the Board to be impacted by a natural disaster as described in Section 1859.84. In making a determination to provide any other natural disaster assistance, the Board may consider factors including, but not limited to:
(a) Any previous SFP Approved Applications that received an apportionment for the impacted site as it relates to the natural disaster.
(b) All information as required on the Form SAB 195, which includes the following:
(1) The background and circumstances which prompted the School District's request.
(2) Information relevant to the request that demonstrates funding from insurance proceeds; and local, state, and federal government disaster assistance is insufficient to rehabilitate or reconstruct school facilities that existed at the time of the natural disaster.
(3) A statement explaining why the Board should grant the School District's request based on law, regulation, or another basis, including but not limited to:

(A) Justification if the School District seeks funding in lieu of an Approved Application pursuant to Section 1859.82.1.
(B) Justification if the School District seeks funding in lieu of an Approved Application pursuant to Section 1859.70
(c) The School District's New Construction and Modernization eligibility will be adjusted for any net increase in classroom capacity in the project pursuant to Sections 1859.51 and 1859.60.
(d) Any Apportionment provided in accordance with this section shall be adjusted for projects that received funding pursuant to this section prior to receiving insurance proceeds or government disaster assistance for Interim Housing. The Apportionment will be reduced by 50 percent of any insurance proceeds or government disaster assistance collected by the School District for the project subsequent to the date of the Apportionment. Any insurance proceeds and/or government disaster assistance collected after Apportionment shall be reported to OPSC in the form of an annual narrative from the date of the Apportionment until all claims for insurance proceeds and requests for government disaster assistance are closed, and the Apportionment will be adjusted accordingly.
(e) The Apportionment will be subject to the requirements of Section 1859.104.

Note: Authority cited: Section 17075.20, Education Code.

Section 1859.93. Modernization Project Funding Order.
Applications shall be funded as follows:
(a) First, to applications for Facility Hardship rehabilitation projects pursuant to Sections 1859.82.1(c) and 1859.82.2(c) in order of receipt of an Approved Application for funding; then
(b) Second, to applications for Modernization projects pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195; then
(~~b~~c) If there are no applications pursuant to subsection (a) or (b), to applications for modernization funds in order of receipt of an Approved Application for funding.
Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17074.15 ~~and~~ 17075.15, and 17075.20, Education Code.

Section 1859.93.1. New Construction Project Funding Order.
Applications, except those identified in (~~c~~e) through (~~e~~g) below, shall be funded as follows:
(a) First, ~~to applications for Facility Hardship pursuant to Section 1859.82 in order of receipt of an Approved Application for funding; then,~~ to applications pursuant to Section 1859.84.1 in order of receipt of a Form SAB 195; then
(b) Second, to applications for Facility Hardship pursuant to Section 1859.82.1 in order of receipt of an Approved Application for funding; then,
(c) Third, to applications pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195; then
(~~b~~d) If there are no applications pursuant to subsection (a), (b) or (c), to applications for New Construction Grant(s) in order of receipt of an Approved Application for Funding.
(~~c~~e) Approved Applications for New Construction Grant(s) funded with the proceeds of state bonds approved by the voters prior to January 1, 2002.
(~~d~~f) Approved Applications for New Construction Grant(s) authorized by Education Code Sections 17078.10 through 17078.30.
(~~e~~g) Approved Applications that utilize pupil eligibility derived from the Alternative Enrollment Projection method. These applications shall be funded in order of receipt once the OPSC and the DRU have

approved the Alternative Enrollment Projection method or the Alternative Enrollment Projection annual update.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17072.25, 17070.35, ~~and~~ 17075.15, and 17075.20, Education Code.

STATE OF CALIFORNIA

INTERIM HOUSING AND NATURAL DISASTER ASSISTANCE REQUEST

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

GENERAL INFORMATION

School districts are required to use this form to initiate a request for funding pursuant to Interim Housing and Natural Disaster Assistance for consideration by the State Allocation Board (SAB). The district must state specifically the purpose and description of the district's request. The district must submit all supporting documentation to the Office of Public School Construction (OPSC). Requests for consideration are processed to the SAB upon receipt by the OPSC of all required documentation and upon completion of a thorough analysis by the OPSC.

In order to be considered a complete application, the district must provide all requested information within each section (if applicable). If the narrative space is insufficient, the district should attach an additional narrative to this request.

SPECIFIC INSTRUCTIONS

1. Type of Application
Check the appropriate box that indicates the type of grant the district is requesting for purposes of interim housing or natural disaster assistance requests.

If the district is requesting interim housing assistance, indicate the number of portable classrooms that are requested to be leased or purchased by grade level.

If the district is requesting reimbursement for purchased or leased portables, indicate whether the portables exist on the impacted site at the time of the application submittal, and if so, the dates the portables were placed or removed, as applicable.

2. School Facility Program (SFP) Application(s) Submitted for the Impacted Site
Check the appropriate box(es) for any SFP application(s) specific to the impacted site that have been submitted to OPSC and are currently on the OPSC Workload or Applications Received Beyond Bond Authority lists. Provide the applicable application numbers.

If there are no submitted applications, please leave this section blank.

3. Prior SFP Apportionment(s) for Impacted Site
Check the appropriate box(es) for any SFP application(s) specific to the impacted site that received SAB approval after the date of the natural disaster. Provide the applicable application number(s) related to the impacted site for any Facility Hardship Program application(s) and New Construction or Modernization application(s) approved by the SAB since the time of the natural disaster for which the Governor has declared a state of emergency.

If there were no previous applications for the impacted site approved by the SAB after the date of the natural disaster, please leave this section blank.

4. Natural Disaster – State of Emergency Proclamation
The district should check the appropriate box indicating whether the state of emergency is listed as open at the time of application submittal to OPSC.

Enter the Executive Order number and date that the state of emergency was proclaimed by the Governor, as located on the Governor's Office of Emergency Services Open State of Emergency Proclamations webpage.

5. Financial Hardship Request
Check the appropriate box(es) if the district is requesting financial hardship assistance because it is unable to meet its matching share requirement.

- If the application includes a request for financial hardship, the district must comply with the requirements of Section 1859.81.
- If there is Insufficient Bond Authority for the type of application, check the second box and attach a school board resolution pursuant to Section 1859.95.1(b).

6. Local Funding Adjustment Grant
Enter the following:

a. The district's total assessed valuation. The district must provide a letter from the County Auditor-Controller, or other authorized documentation, that certifies the district's current year assessed valuation.
b. The district's gross bonding capacity, rounded to the nearest whole dollar. To calculate this, take the total assessed valuation and multiply that by 1.25% for non-unified school districts or 2.5% for unified school districts, rounded to two decimal places.
c. The district's unduplicated pupil percentage as determined for purposes of the local control funding formula (LCFF) pursuant to Education Code Section 42238.02, rounded to two decimal places.
d. The district's pupil enrollment based on the latest California Basic Education Data System (CBEDS) that is available approximately October 15 of each year. Applications filed on or after November 1 must include the current school year enrollment. This enrollment will be pursuant to the Form SAB 50-01 instructions for reporting enrollment data.

County superintendents report the enrollment for community school students as reported in April prior to the latest CBEDS report.

The enrollment data must include all of the following, if applicable:

• Off-track and on-track students attending multi-track year round schools
• Students living outside the district's boundaries but attending schools in the district
• Students receiving Classroom-Based Instruction in Charter Schools located within the district boundaries and are enrolled in the same grade levels or type served by the district regardless if the district chartered the school
• Students attending magnet schools
• Community school students

- Students attending independent study
- Special Day Class pupils or
- Continuation high school pupils

Do not include any of the following:

- Students living in the district's boundaries but attending other districts
- Students attending regional occupational programs
- Students attending preschool programs

- Other students not generally considered K-12 students including adult education students
- Students receiving Classroom-Based Instruction in Charter Schools located within the district boundaries but enrolled in grade levels of type not served by the district
- Students living inside district boundaries but receiving

Classroom-Based Instruction in Charter Schools located outside the district boundaries
- Students receiving Nonclassroom-Based Instruction
- Juvenile court/court school students

e. Check Yes or No to indicate whether the project includes the use of a Project Labor Agreement for this application. If the district indicates it intends to have a Project Labor Agreement, but does not yet, it will be audited for compliance and the funding will be adjusted accordingly if it does not have a Project Labor Agreement.

7. Division of the State Architect Plan Approval
The district must submit any plans and specifications (P&S) for the project that were approved by the Division of the State Architect (DSA), and should indicate the approval date in this section.

If approval has not been obtained, the district must indicate in the applicable narrative section if the P&S have an exception for demolition, site work, and/or specific construction delivery methods, or if the district is still in the process of obtaining DSA approval.

8. Interim Housing Assistance Narrative
For purposes of requests for assistance to lease and/or purchase portable classroom(s) as a result of a natural disaster for which the Governor has declared a state of emergency, the district should provide documentation pursuant to SFP Regulation Section 1859.84.1 demonstrating that actual costs associated with the procurement of interim housing have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance.

Include the following in the description:

1. The background and circumstances which prompted the district's request.
2. Information relevant to the issues of the request, such as the number of classrooms that were destroyed or partially damaged and the applicable grade levels associated with the classrooms.
3. The sequence of events and circumstances pertinent to the issues.
4. A statement explaining why the SAB should grant the district's request based on law, regulation, or another basis.

9. Natural Disaster Assistance Narrative
For purposes of requesting natural disaster assistance, the district should provide the following in addition to the Form SAB 195:

1. The background and circumstances which prompted the district's request.
2. Information relevant to the request that demonstrates funding from insurance proceeds, local, State, and Federal government disaster assistance is insufficient to rehabilitate or reconstruction school facilities that existed at the time of the natural disaster.
3. A statement explaining why the SAB should grant the district's request based on law, regulation, or another basis.
4. Justification if the project seeks natural disaster assistance funding in lieu of any Approved Application pursuant to Section 1859.82.1, or
5. Justification if the project seeks any other natural disaster assistance funding in lieu of an Approved Application pursuant to SFP regulation Section 1859.70.

10. Certification
The district representative must complete this section. For additional information regarding district certifications, refer to the SFP handbook located on the OPSC web site at www.dgs.ca.gov/opsc.

ATTACHMENTS
Attach substantiating documentation as necessary to support the district's request. Note that all supporting documentation must be received by the OPSC prior to presentation to the SAB.

STATE OF CALIFORNIA

INTERIM HOUSING AND NATURAL DISASTER ASSISTANCE REQUEST

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

SCHOOL DISTRICT	APPLICATION NUMBER
SCHOOL NAME	COUNTY
DISTRICT REPRESENTATIVE	E-MAIL ADDRESS

1. Type of Application – Check Only One

☐ Interim housing (portable classrooms)
☐ Leasing (number of classrooms being requested for each grade level):

K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

☐ Purchasing (number of classrooms being requested for each grade level):

K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

Do these portable classrooms exist on site at the time of application submittal? ☐ Yes ☐ No
Date(s) portable classrooms were placed/purchased: _____
Date(s) portables were removed: _____

☐ Other natural disaster assistance pursuant to Section 1859.84.2 (specify) _____

2. Application(s) Submitted for Impacted Site

☐ Facility Hardship application(s): _____
☐ New Construction application(s): _____
☐ Modernization application(s): _____
☐ Other: _____

3. Prior SFP Apportionment(s) for Impacted Site:

Facility Hardship Replacement (Design/Full Grant): 51/ _____
Facility Hardship Rehabilitation (Design/Full Grant): 58/ _____
New Construction (Design/Full Grant): 50/ _____
Modernization (Design/Full Grant): 57/_____

4. Natural Disaster - State of Emergency Proclamation

a. Is this an open state of emergency at the time of application submittal? ☐ Yes ☐ No
b. Executive order number: _____
c. Proclamation date: _____

5. Type of Financial Hardship Request

☐ Submittal pending OPSC approval pursuant to Section 1859.81(h)
☐ Submittal with school board resolution, pursuant to Section 1859.95.1 (Insufficient Bond Authority)

6. Local Funding Adjustment Grant
Complete the following:

a. Assessed valuation: _____
b. District's gross bonding capacity, (rounded to the nearest whole dollar): _____
c. District's unduplicated pupil percentage, rounded to two decimal places: _____
d. District's enrollment: _____
e. Does this project include the use of a Project Labor Agreement? ☐ Yes ☐ No

7. DSA Plan Approval
Does the district have DSA approval for any portion of the P&S requiring review and approval? ☐ Yes ☐ No
If so, enter the DSA approval date: _____

8. Interim Housing Narrative:

STATE OF CALIFORNIA

INTERIM HOUSING AND NATURAL DISASTER ASSISTANCE REQUEST

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

9. Natural Disaster Assistance Narrative:

10. Certification

I certify, as the District Representative, that the information reported on this form information reported on this form is true and correct and that:

I certify, as the District Representative, that the information reported on this form is true and correct and that:

• I am an authorized representative of the district as authorized by the governing board of the district; and,

• A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., of the Education Code was adopted by the school district's governing board or the designee of the Superintendent of Public Instruction on, _____; and,

• The district has established a "Restricted Maintenance Account" for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Sections 1859.100 through 1859.102); and,

• The district has considered the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and,

• All contracts entered on or after November 4, 1998 for the service of any architect structural engineer or other design professional for any work under the project have been obtained pursuant to a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4525) of Division 5, of Title 1, of the Government Code; and,

• If this request is for new construction funding, the district has received approval of the site and the plans from the CDE. Plan approval is not required if request is for separate design apportionment; and,

• The district has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,

• This district has or will comply with Education Code Section 17076.11 regarding at least a 3 percent expenditure goal for disabled veteran business enterprises; and,

• The district matching funds required pursuant to Sections 1859.77.1 or 1859.79 has either been expended by the district, deposited in the County School Facility Fund or will be expended by the district prior to the notice of completion for the project; and,

• The district has received the necessary approval of the plans and specifications from the Division of the State Architect unless the request is for a separate site and/or design apportionment; and,

• If the district is requesting site acquisition funds as part of this application, the district has complied with Sections 1859.74 through 1859.75.1 as appropriate; and,

• With the exception of an apportionment made pursuant to Section 1859.75.1, the district understands that the lack of

substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105); and,

• If the apportionment for this project was made pursuant to Section 1859.75.1, the district understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 12 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105.1); and,

• The district understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (refer to Section 1859.90); and,

• The statements set forth in this application and supporting documents are true and correct to the best of my knowledge and belief; and,

• All school facilities purchased or newly constructed under the project for use by pupils who are individuals with exceptional needs, as defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and other pupils as appropriate to the needs of both; and,

• This form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict should exist, the language in the OPSC form will prevail; and,

• The district understands that some or all of the State funding for the project must be returned to the State as a result of an audit pursuant to Sections 1859.105, 1859.105.1, 1859.106; and,

• The district has complied with the provisions of Sections 1859.76 and 1859.79.2 and that the portion of the project funded by the State does not contain work specifically prohibited in those Sections; and,

• If the SFP grants will be used for the construction or modernization of school facilities on leased land, the district has entered into a lease agreement for the leased property that meets the requirements of Section 1859.22; and,

• If the district requested additional funding for fire code requirements pursuant to Sections 1859.71.2 or 1859.78.4, the district will include the automatic fire detection/alarm system and/or automatic sprinkler system in the project prior to completion of the project; and,

• The district has consulted with the career technical advisory committee established pursuant to Education Code Section 8070 and the need for vocational and career technical facilities is being adequately met in accordance with Education Code Sections 51224, 51225.3(b), and 51228(b), and 52336.1; and,

• If the district is requesting an Additional Grant for Energy Efficiency pursuant to Sections 1859.71.3 or 1859.78.5, the increased costs for the energy efficiency components in the project exceeds the amount of funding otherwise available to the district; and,

• If this application is submitted after January 1, 2004 for modernization funding, the district has considered the potential for the presence of lead-containing materials in the modernization project and will follow all relevant federal, state, and local standards for the management of any identified lead; and,

• The district has initiated and enforced an LCP that has been approved by the DIR, pursuant to Labor Code Section 1771.7, if the project is funded from Propositions 47 or 55 and the Notice to Proceed for the construction phase of the project is issued on or after April 1, 2003 and before January 1, 2012; and,

• The district has contracted with the DIR for prevailing wage monitoring and enforcement pursuant to Labor Code Section 1771.3(a) in effect on January 1, 2012 through June 19, 2014, if the construction contract was awarded on January 1, 2012 through June 19, 2014 and the district has not obtained a waiver for the requirement, pursuant to Labor Code Section 1771.3(b) in effect on January 1, 2012 through June 19, 2014. The district understands that if it fails to meet this requirement, it will be required to repay all state bond funds received including interest; and,

• Beginning with the 2005/2006 fiscal year, the district has complied with Education Code Section 17070.75(e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,

• The district has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools; and,

• If this application is submitted when there is Insufficient Bond Authority, the district has adopted a school board resolution pursuant to Section 1859.95.1; and,

• The district will comply with all laws pertaining to the construction or modernization of its school building.

• If the district marked the box for 'Yes' in Section 6. of this application that it has or will include a project labor agreement, the use of a project labor agreement will be verified as part of the audit required in EC Section 41024. If it is determined that a project labor agreement was not used, the additional Local Share Adjustment Grant funding provided as a result of the points assigned to the project to determine the matching share percentage will be required to be returned, with interest (based on the interest rate earned in Pooled Money Investment Account at the time of fund release) until funds are returned.

SIGNATURE OF AUTHORIZED DISTRICT REPRESENTATIVE	DATE

ATTACHMENT H

INTERIM HOUSING AND NATURAL DISASTER ASSISTANCE CHECKLIST

New MONTH 2025

SCHOOL DISTRICT	APPLICATION NUMBER*
SCHOOL NAME	COUNTY
DISTRICT CONTACT	PHONE EMAIL

* Enter the Application Number that has been assigned to this project by OPSC. Leave blank if this is the first request related to this project.

GENERAL INSTRUCTIONS

The following checklist is designed to guide districts through the process of requesting interim housing and/or natural disaster assistance on the Form SAB 195, and provide direction on what is typically required in a complete submittal. School districts are encouraged to use this checklist to request approval by the State Allocation Board (SAB) for applications requesting interim housing and/or natural disaster assistance.

Include all supporting documentation with your submittal to OPSC. Requests for SAB consideration are a top priority and are processed to the SAB upon receipt by OPSC of all required documentation and upon completion of a thorough analysis by OPSC.

Interim Housing Requests

- ☐ Section 1 - Check the applicable box on the Form SAB 195 to indicate whether the district is seeking to lease or purchase portable facilities.
- ☐ Section 2 – Check the applicable boxes and provide application numbers for any applications related to the impacted site that are currently on the OPSC workload or Applications Received Beyond Bond Authority lists.
- ☐ Section 3 – Enter any prior School Facility Program (SFP) applications specific to the impacted site for which the district received SAB approval since the time of the natural disaster.
- ☐ Section 4 – Enter information related to the state of emergency the Governor has declared for the natural disaster for which the district is requesting interim housing assistance.
- ☐ Section 5 – Check the applicable box to indicate if the district is requesting financial hardship assistance.
- ☐ Section 6 – Enter this information to determine the local funding adjustment grant and calculate the district's matching share requirement.
- ☐ Section 7 – Enter applicable information for Division of the State Architect (DSA) Approval(s) related to the project.
- ☐ Section 8 – See the "Supporting Documentation" component of this checklist for detailed requirements.

Natural Disaster Assistance Requests

- ☐ Section 1 - Check the applicable box on the Form SAB 195 to indicate that the district is requesting other natural disaster assistance pursuant to Section 1859.84.2.
- ☐ Section 2 – Check the applicable boxes and provide application numbers for any applications related to the impacted site that are currently on the OPSC workload or Applications Received Beyond Bond Authority lists.
- ☐ Section 3 – Enter any prior School Facility Program (SFP) applications specific to the impacted site for which the district received SAB approval since the time of the natural disaster.
- ☐ Section 4 – Enter information related to the state of emergency the Governor has declared for the natural disaster for which the district is requesting natural disaster assistance.
- ☐ Section 5 – Check the applicable box to indicate if the district is requesting financial hardship assistance.
- ☐ Section 6 – Enter this information to determine the local funding adjustment grant and calculate the district's matching share requirement.
- ☐ Section 7 – Enter applicable information for DSA Approval(s) related to the project.
- ☐ Section 8 – See the "Supporting Documentation" component of this checklist for detailed requirements.

Section 7
Indicate whether there are any DSA plan approvals associated with the district's plans and specifications for the project. If so, enter the DSA Approval date and submit a copy of the relevant DSA approvals alongside the application for Interim Housing or Natural Disaster Assistance Request. If DSA plan approval(s) are pending review, or if the district has an exemption, please indicate so within the applicable narrative.

Section 8 (Interim Housing) and Section 9 (Natural Disaster Assistance) Narratives
Include a chronological narrative of circumstances and any other information relevant to the district's request.

SUPPORTING DOCUMENTATION

Interim Housing Assistance Narrative
Although unique circumstances may affect what documentation is sufficient to support an interim housing request, typically required information and documentation is listed below for your reference. For any unavailable documentation, please add a brief explanation as to why the documentation does not apply. Other substantiating documentation may be attached as necessary to support the district's request.

Have affected facilities been vacated? ☐ **Yes** ☐ **No**

If Yes, describe how students are currently being housed:

☐ **Insurance Proceeds**

Is the district eligible for insurance compensation related to the conditions at the site? ☐ **Yes** ☐ **No**
If Yes, indicate estimated amount the district may receive, or has received: _____

When possible, include a copy of the insurance policy. If the district has not received insurance proceeds that are attributable to costs of interim housing, the district must provide an estimate of insurance proceeds or any other government disaster assistance the school district may receive for interim housing expenses, a narrative indicating the necessity for interim housing assistance prior to the receipt of insurance proceeds or any other government disaster assistance for this purpose, and acknowledgement of the reporting requirement and potential of a future amendment to any Apportionment pursuant to SFP Regulation Section 1859.84.1(f).

☐ **Actual Costs or Detailed Cost Estimate to Lease/Purchase Portables**

This documentation should include the actual costs of the portable classroom(s), including but not limited to invoices or lease agreements. If actual costs are not available, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request. This documentation, if possible, should include, but is not limited to any work associated with placing the portable classrooms on site.

Natural Disaster Assistance Narrative
The narrative is intended to explain the natural disaster for which the Governor has declared a state of emergency, as well as provide substantive documentation and information to justify the district's request. Although unique circumstances may affect what documentation is sufficient to support these requests, typically required information and documentation is listed below for your reference. For any unavailable documentation, please add a brief explanation as to why the documentation does not apply. Other substantiating documentation may be attached as necessary to support the district's request.

If Yes, describe how students are currently being housed:

Estimated project cost (100%): $_____

☐ **Insurance Proceeds**

Is the district eligible for insurance compensation related to the conditions at the site? ☐ Yes ☐ No
If Yes, indicate the actual amount or estimated amount the district may receive or has received: _____

Include a copy of the insurance policy. The district should include the background and circumstances that prompted the district's request for funding, inclusive of the following:

- The background and circumstances that prompted the district's request
- Information relevant to the request that demonstrates funding from insurance proceeds and local, state and federal government disaster assistance is insufficient to rehabilitate or reconstruct school facilities at the time of the natural disaster.

If the district has not received insurance proceeds that are attributable to costs for the rehabilitation or reconstruction of the site, the district must provide an estimate of insurance proceeds or any other government disaster assistance the school district may receive for expenses related to the project. Additionally, acknowledgement of the reporting requirement and potential of a future amendment to any Apportionment pursuant to SFP Regulation Section 1859.84.2(d).

☐ **Previous Applications (Submitted/Apportioned)**

If the district indicated any applications under Sections 2 or 3, the district must elaborate in the narrative if they were ineligible for Facility Hardship or New Construction/Modernization funding. If the district seeks any other assistance under SFP Regulation Section 1859.84.2, it must provide a statement why the SAB should grant the district's request, detail the impacts if the SAB does not grant the district's request, including justification if the district seeks any other assistance funding in lieu of an application pursuant to Section 1859.82.1 or 1859.70.

☐ **Actual Costs**

This documentation should include the actual costs of the associated project, including but not limited to invoices. If actual costs are not available, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request.

SIGNATURE OF DISTRICT REPRESENTATIVE	DATE

Alberto M. Carvalho
Superintendent

Los Angeles Unified School District
Legislative Affairs & Government Relations

Sacramento Office: 1201 K St., Suite 1040
Sacramento, CA 95814
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Los Angeles, CA 90017
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Board of Education
Scott M. Schmerelson, President
Dr. Rocío Rivas, Vice President
Sherlett Hendy Newbill
Nick Melvoin
Karla Griego
Kelly Gonez
Tanya Ortiz Franklin

June 26, 2025

Rebecca Kirk, Executive Director
Office of Public School Construction
Department of General Services
707 Third St
West Sacramento, CA 95605

Re: Proposition 2 Implementation Stakeholder Meeting #11

Dear Ms. Kirk,

On behalf of the Los Angeles Unified School District (Los Angeles Unified), we appreciate OPSC's Proposition 2 stakeholder engagement and welcome the opportunity to provide input on the proposed amendments to the Schol Facility Program in response to Proposition 2.

The comments and recommendations provided below correspond to the topics raised and materials provided for the June 12, 2025, Implementation Stakeholder Meeting #11.

Interim Housing/Natural Disaster Assistance

SFP Regulation Section 1859.84.2 - Natural Disaster Assistance Discussion

- Regarding the State Share Basis for Natural Disaster Assistance, OPSC has stated: *"OPSC proposes that the Board should have the flexibility to provide grants for the purposes of Natural Disaster Assistance on either a 50 percent state share basis for new construction projects or a 60 percent state share basis for modernization projects."* Los Angeles Unified respectfully requests clarification as to whether the referenced state share percentages are intended to incorporate the matching share sliding scale provisions authorized under Proposition 2.

Proposed CCR Section 1859.84.1. Interim Housing Assistance

- For clarity, Los Angeles Unified suggests revising the section title to: “Natural Disaster Assistance – Interim Housing.”

Proposed CCR Section 1859.84.2. Natural Disaster Assistance

- For clarity, Los Angeles Unified suggests revising the section title to: “Natural Disaster Assistance – Other Than Interim Housing.”

- Los Angeles Unified interprets “Natural Disaster Assistance” to mean “Natural Disaster Assistance – Other Than Interim Housing.” Further, we understand it is intended to encompass forms of assistance related to natural disasters beyond Interim Housing. However, as currently drafted the proposed regulations do not provide examples or clear guidance on what constitutes “any other natural disaster assistance.” To ensure consistency, Los Angeles Unified recommends that the final regulation language or the instruction for the proposed Form SAB 195 include examples of “any other natural disaster assistance.” The examples could include, but are not limited to, accelerated processing and funding or assistance for facilities that do not fit the “classroom” definition. Providing such examples would support applicants in determining if they should apply for non-interim housing Natural Disaster Assistance.

- Los Angeles Unified would like further clarity on the rationale in Section 1859.84.2(c) for reducing the apportionment by 50 percent of any insurance proceeds. It appears that the appropriate reduction should depend on factors such as whether the project involves repair/modernization or replacement of the affected building, as well as the applicable state and district contribution rates under the sliding scale. Given these variables, it’s unclear why a uniform 50 percent reduction would be applied in all cases.

Proposed Form SAB 195 Interim Housing and Natural Disaster Assistance Request

- For clarity, the Los Angeles Unified School District recommends revising the title of Form SAB 195 from “Interim Housing and Natural Disaster Assistance Request” to “Natural Disaster Request for Interim Housing or Other Assistance.” The current title may cause confusion, as it could be misinterpreted to suggest that the form may be used to request interim housing for reasons unrelated to a natural disaster.

- The Los Angeles Unified School District respectfully requests clarification on whether separate Forms SAB 195 must be submitted when a school district is requesting both Interim Housing Assistance and Natural Disaster Assistance (interpreted above as Natural Disaster Assistance – Other Than Interim Housing). If separate submissions are required, Los Angeles Unified recommends that this requirement be clearly stated in the Form SAB 195 instructions.

Thank you for the opportunity to provide feedback on this item.

Sincerely,



Sasha Horwitz
Legislative Advocate
Los Angeles Unified School District

OFFICE OF PUBLIC SCHOOL CONSTRUCTION
STAKEHOLDER MEETING
July 24, 2025

PROPOSED REGULATORY AMENDMENTS FOR SCHOOL FACILITY PROGRAM NATURAL DISASTER ASSISTANCE

PURPOSE

To continue to discuss and receive stakeholder input regarding proposed regulatory amendments to the School Facility Program (SFP) resulting from provisions of the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), which was approved by a majority of California's voters on November 5, 2024.

AUTHORITY

See Attachment A6a.

DESCRIPTION

This report is a continuation of the discussion of interim housing and natural disaster assistance pursuant to Education Code (EC) Section 17075.20, which was presented to stakeholders on February 13, April 10, and June 12, 2025. Additionally, this report modifies proposed regulatory amendments building upon the information presented to stakeholders on June 12. Office of Public School Construction (OPSC) staff received written comments from one district (see Attachment C) following that meeting. This report addresses those comments and proposes additional changes with the goal of ensuring clear program requirements for applicants and OPSC as the program administrator.

Attachment A6b contains proposed SFP Regulation amendments for discussion.

Note on Proposed Regulation and Form Changes
This stakeholder item proposes changes to SFP Regulations in effect as of the publication date of this item. This item does not reflect separate, State Allocation Board (Board)-approved proposed regulation and form changes that were approved by the Board on June 25, 2025. Future stakeholder meeting items and Board agenda items will reflect proposed regulation and form changes once they are in effect.

BACKGROUND

Stakeholder Feedback
On June 12, 2025, OPSC presented proposed regulations and concepts based on the new statutory authority of EC Section 17075.20. This statute provides authority for the Board to fund Interim Housing following a natural disaster for which the Governor has declared a state of emergency. It also authorizes the Board to

BACKGROUND (cont.)

provide “any other assistance” to a school district or county office of education (COE) determined by the Board to be impacted by a natural disaster for which the Governor has declared a state of emergency.

Among other things, this presentation discussed additional proposed regulations, a new form to request Natural Disaster Assistance, a checklist to support school districts when requesting this assistance, and examples of how adjustments to school districts’ new construction eligibility baseline will operate in relation to the proposed regulations.

The June 12 meeting was recorded, and as a result, feedback that OPSC was able to respond to at the time of the meeting that did not impact the proposed regulations may be found here: June 12, 2025 Office of Public School Construction Proposition 2 Stakeholder Meeting

The full text of the previous stakeholder meeting item may be found here: June 12, 2025 OPSC Proposition 2 Stakeholder Meeting #11

For purposes of this item, school districts and COEs will be referred to as “school districts.”

STAFF ANALYSIS/DISCUSSION

As mentioned in the previous meeting, the new Local Funding Adjustment grant and Financial Hardship criteria will apply to applications approved for funding under this program.

Summary of Stakeholder Feedback

Staff would like to thank stakeholders who were able to view, attend, or participate in this meeting and also those who provided valuable feedback either at the meeting or through written correspondence to OPSC. Below is a summary of stakeholder feedback received as a result of the June 12 meeting.

Stakeholder Feedback	**OPSC Response**
1. Regarding the State Share Basis for Natural Disaster Assistance, the stakeholder respectfully requested clarification as to whether the referenced state share percentages are intended to incorporate the matching share sliding scale provisions authorized under Proposition 2.	**1.** The state share percentages for purposes of Natural Disaster Assistance will reflect the new matching share sliding scale provisions, pursuant to EC Sections 17070.59, 17072.30, and 17074.16. The latest version of proposed SFP Regulation Sections 1859.84.1 and

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
	1. (cont.) 1859.84.2 has been amended to provide this clarification.
2. The stakeholder recommended amending the proposed section titles for SFP Regulation Sections 1859.84.1 and 1859.84.2 for clarity.	**2.** OPSC agrees with the stakeholder input that the proposed section titles could be more specific. OPSC has updated the latest proposed section titles as follows: “Interim Housing Assistance Following a Natural Disaster” and “Other Assistance Following a Natural Disaster.”
3. The stakeholder noted that as currently drafted, the proposed regulations do not provide examples or clear guidance on what constitutes “any other natural disaster assistance,” and requests that, respective to the proposed SFP Regulation Section 1859.84.2, the final regulation language or instructions for the *Interim Housing and Natural Disaster Assistance Request* (Form SAB 195) include examples of this type of assistance. The stakeholder suggested that examples could include, but not be limited to, accelerated processing and funding or assistance for facilities that do not fit the “classroom” definition. Providing such examples would support applicants in determining if they should apply for non-interim housing Natural Disaster Assistance.	**3.** OPSC intentionally did not include examples in this proposed regulation to provide maximum flexibility for the Board to consider and evaluate school districts’ requests in the context of specific circumstances on a case-by-case basis. In the future, OPSC could consider amending the proposed regulation section to incorporate examples or more specific guidance based on Board actions or direction following consideration of such requests. The examples noted within the stakeholder’s feedback are examples of potential requests.
4. The stakeholder requested the rationale for proposed SFP Regulation Section 1859.84.2(d), which reduces the apportionment for other natural disaster assistance by 50 percent of any insurance proceeds. The stakeholder noted that the appropriate reduction should depend on factors such as whether the project involves repair/modernization or replacement of the affected building, as well as the applicable state and district contribution	**4.** OPSC agrees with the stakeholder’s input, and notes that the latest version of proposed SFP Regulation Section 1859.84.2(d) has been amended to specify that a reduction to an apportionment based on receipt of insurance proceeds or government disaster assistance will be based on the applicable percentage for the state share of the apportionment, accounting for new construction and modernization/rehabilitation type

STAFF ANALYSIS/DISCUSSION (cont.)

Stakeholder Feedback	OPSC Response
4. (cont.) rates under the sliding scale. Given these variables, the stakeholder indicated it is unclear why a uniform 50-percent reduction would be applied in all cases.	**4. (cont.)** projects and any applicable sliding scale adjustments.
5. For clarity, the stakeholder recommended revising the title of the Form SAB 195 to mitigate confusion, as it could be misinterpreted to suggest that the form may be used to request interim housing for reasons unrelated to a natural disaster.	**5.** OPSC agrees with the stakeholder's feedback and has revised the title for the latest proposed Form SAB 195 to "Application for Natural Disaster Assistance" to clarify that the form is limited to requests for interim housing and other assistance following a natural disaster.
6. The stakeholder requested clarification as to whether separate Forms SAB 195 must be submitted when a school district is requesting assistance for Interim Housing Assistance and Natural Disaster Assistance – Other Than Interim Housing. If separate submissions are required, the stakeholder recommended that this requirement be clearly stated in the Form SAB 195 instructions.	**6.** Separate Forms SAB 195 are required to be submitted when a school district is requesting either form of Natural Disaster Assistance. For instance, if a school district seeks funding for interim housing assistance and is also seeking other assistance following a natural disaster, the school district must submit two separate Forms SAB 195 for each request. OPSC agrees that this requirement should be included in the Form SAB 195 instructions and the latest proposed version of the Form has been amended as a result.

Considering the feedback received at and following the June 12 stakeholder meeting, OPSC developed modifications to the proposed regulations and considerations to implement these provisions.

Summary of Proposed SFP Regulations

The following summary of proposed regulations highlights changes from the proposed regulations previously presented at the June 12 stakeholder meeting.

SFP Regulation Section 1859.2 – Definitions
There are two components of this SFP Regulation, outlined below, that have proposed amendments:

STAFF ANALYSIS/DISCUSSION (cont.)

Form SAB 195 Definition
The proposed Form SAB 195 definition is amended to rename the form from *Interim Housing and Natural Disaster Assistance Request* to the *Application for Natural Disaster Assistance* in response to stakeholder feedback. Conforming changes are also made to the proposed Form and instructions such that school districts would use the Form to request funding for either interim housing or other assistance following a natural disaster.

Interim Housing Definition
As noted in the last stakeholder meeting, the definition for Interim Housing is restructured and the term "purchase" is moved to the part of the definition that speaks only to the lease or purchase of portable classrooms due to a natural disaster for which the Governor has declared a state of emergency, pursuant to EC Section 17075.20.

SFP Regulation Section 1859.80 – General
This section is amended to remove the term "Interim Housing" from proposed subsection (d) to conform to the new proposed title of the Form SAB 195 and ensuing SFP Regulation sections for Interim Housing Assistance Following a Natural Disaster and Other Assistance Following a Natural Disaster.

SFP Regulation Section 1859.81.1 – Separate Apportionment for Site Acquisition and Design Costs
OPSC proposes the inclusion of subsection (f), which authorizes separate design funding requests for other assistance following a natural disaster for districts eligible for Financial Hardship assistance. For other assistance following a natural disaster pursuant to SFP Regulation Section 1859.84.2, a design Apportionment shall not exceed 25 percent of the state share of the grant, less any district funds available for the project pursuant to SFP Regulation Section 1859.81(a). The amount provided as a separate apportionment shall be offset from the future full grant for other assistance following a natural disaster.

As indicated in the proposed regulation, OPSC suggests that a separate design apportionment of 25 percent of costs supported by documentation provided is sufficient, given that this program does not have base grants, as the New Construction and Modernization programs do.

After the separate design apportionment, once the school district has the necessary plan approvals and contracts, the school district would submit a subsequent Form SAB 195 to request additional funding, which will receive an offset for the previous separate design apportionment.

STAFF ANALYSIS/DISCUSSION (cont.)

SFP Regulation Section 1859.84 – Natural Disaster Assistance Program
First, the term "Interim Housing" has been removed from the title as interim housing in this context is part of the assistance needed in response to a natural disaster. The body of the proposed regulation has also been amended to state that a School District may apply for Interim Housing and "any other assistance as a result of a natural disaster for which the Governor has declared a state of emergency..."

The second proposed amendment is the inclusion of SFP Regulation Section 1859.79 in the cross-references pertaining to matching share requirements. Verbally noted within the last stakeholder presentation on this topic, OPSC is including a cross-reference to SFP Regulation Section 1859.79 because an apportionment for "any other natural disaster assistance" could be subject to either the New Construction and Modernization matching share requirements, including any applicable sliding scale adjustment, based on the nature of the assistance.

SFP Regulation Section 1859.84.1 – Interim Housing Assistance Following a Natural Disaster
Notable amendments and additions within this section include the following:

- The title is amended to "Interim Housing Assistance Following a Natural Disaster" to provide additional clarity.
- Portions of the Section are reorganized and shortened for clarity and to reduce duplication with requirements in other regulatory sections and the proposed Form SAB 195.
- Subsection (d) [formerly subsection (f)] is amended to clarify the portion of any funding received from insurance proceeds or government disaster assistance that will be reduced from an Apportionment provided in accordance with this Section.
- Subsection (e) is added to state that the apportionment will be subject to the availability of funds pursuant to SFP Regulation Section 1859.90 or Section 1859.90.2
- Subsection (f) is added to state that a Grant Agreement pursuant to Section 1859.90.4 is required as a condition of receiving funding pursuant to this Section.
- Subsection (g) is amended to specify that the School District is subject to the requirements of Section 1859.105.

SFP Regulation Section 1859.84.2 – Other Assistance Following a Natural Disaster
Notable amendments and additions within this section include the following:

- The title is amended to ""Other Assistance Following a Natural Disaster."

STAFF ANALYSIS/DISCUSSION (cont.)

- Portions of the Section are reorganized and shortened for clarity and to reduce duplication with requirements in other regulatory sections and the proposed Form SAB 195.
- The first paragraph is amended to state that funding provided by this Section is subject to availability of New Construction or Modernization bond authority, as applicable to the scope of work in the request.
- Previously presented subdivision (c) has been separated into subdivisions (d) and (e) to demonstrate the differing adjustments to respective New Construction and Modernization eligibility baselines.
- Subdivision (f), previously presented as subdivision (d), is expanded to clarify the portion of any funding received from insurance proceeds or government disaster assistance that will be reduced from an Apportionment provided in accordance with this Section.
- Subsection (h) is added to state that the apportionment will be subject to the availability of funds pursuant to SFP Section 1859.90 or Section 1859.90.2
- Subsection (i) is added to state that a Grant Agreement pursuant to Section 1859.90.4 is required as a condition of receiving funding pursuant to this Section.
- Subsection (j) [formerly subsection (e)] is amended to specify that the School District is subject to the requirements of Section 1859.105.

SFP Regulation Section 1859.90 – Fund Release Process
In order to specify fund release requirements for applicants that request a separate apportionment for other assistance following a natural disaster, OPSC proposes amendments to this section as follows:

- Subdivision (a) has been amended to include reference to the proposed SFP Regulation Section 1859.81.1(f).
- Subdivision (d) has been amended to include reference to the proposed SFP Regulation Section 1859.81.1(f).

SFP Regulation Section 1859.93.1 – New Construction Project Funding Order
Within subdivision (b), included reference to Sections 1859.82.1(b) and 1859.82.2(b), which were unintentionally omitted from the previously proposed regulations.

SFP Regulation Section 1859.104 – Program Reporting Requirements
OPSC proposes the inclusion of subdivision (a)(1)(C), which indicates that a project shall be deemed complete eight years from the date of the final fund release for projects receiving funding pursuant to Sections 1859.84.1 and 1859.84.2.

STAFF ANALYSIS/DISCUSSION (cont.)

Additionally, OPSC proposes subsection (h) to be added to this regulatory section. This addition includes two paragraphs:

Paragraph (1) indicates that school districts must provide certification that upon project completion or no later than 60 months from the date the lease was signed for purposes of Interim Housing, the leased portable classrooms have either been removed or will remain in use within the school district.

The rationale for stating five years from the date of the lease is that pursuant to SFP Regulation Section 1859.51(i)(5), portable classrooms leased beyond five years to provide Interim Housing are subject to an adjustment on the school district's new construction eligibility baseline. For qualifying projects that receive Board approval for an extension of up to three years, the School District shall provide an additional certification no later than the approval date of the extension as approved by the Board.

Paragraph (2) indicates that school districts must provide certification upon project completion or no later than 96 months from the date of the Apportionment, that portables purchased for interim housing have either been removed or will remain in use within the school district.

The rationale for stating eight years is because, in accordance with the proposed SFP Regulation Section 1859.51(t)(2), purchased portable facilities for purposes of Interim Housing pursuant to EC Section 17075.20 that are removed from the school district within eight years of occupancy permit a reversal adjustment. This allows OPSC to track portable facility usage and also process eligibility adjustments as needed.

SFP Regulation Section 1859.106 – Program Accountability Expenditure Audit
For purposes of accounting for insurance and disaster assistance offsets for projects that receive funding for Natural Disaster Assistance, OPSC proposes an amendment to SFP Regulation Section 1859.106 to indicate that if expenditures were not made in accordance with the provisions of Sections 1859.84, 1859.84.1, or 1859.84.2, OPSC shall recommend to the Board that the apportionment be adjusted based upon audit findings. Additionally, any insurance proceeds or government disaster assistance received after apportionment will result in adjustment to the SFP funding. An additional proposed amendment to this Section specifies that once a project is audited, it is the school district's responsibility to report any proceeds received at a later date.

For the full text of proposed regulatory amendments, please reference Attachment A6b.

STAFF ANALYSIS/DISCUSSION (cont.)

Form SAB 195 and Checklist
Below is an outline of proposed changes to the Form SAB 195 and checklist since the drafts were presented on June 12.

Application for Natural Disaster Assistance (Form SAB 195)
The proposed Form SAB 195 title (Application for Natural Disaster Assistance) has been amended.

Additional minor corresponding language amendments throughout the instructions have been made due to the proposed title changes.

The header at the top of the application has been amended to reflect the requested information on the Form SAB 50-04, inclusive of a box for the authorized district representative's information, a box for the Project Tracking Number associated with the application, and a High School Attendance Area. Instructions related to assignment of a Project Tracking Number were also added.

Within the instructions of the form, language has been added to clarify that school districts who wish to request both interim housing and other assistance following a natural disaster must submit separate Forms SAB 195 for each respective request per school site. Any additional requests, such as extensions to leasing portable classrooms, would require a separate Form SAB 195 submission.

Additionally, amendments have been made under Section 1 of the form (both within the instructions and the body) to add the following:

- Checkboxes indicating whether the application is a "new" or an "amended" request;
- Instructions for hybrid applications that share plans and specifications with one or more other SFP applications;
- An option to request Interim Housing for ancillary facilities;
- An option for districts that meet Financial Hardship criteria to request a separate design apportionment for requests for other assistance; and
- A space to indicate the number and grade level of classrooms destroyed or rendered unsafe to occupy by the natural disaster, as well as any ancillary facilities destroyed or rendered unsafe to occupy.

Next, under Section 7 of the form, both within the instructions and the body, hybrid applications are addressed in the event the application shares Division of State Architect (DSA) approved plans and specifications with one or more SFP application(s). The instructions have been updated to indicate that the district must provide the following:

STAFF ANALYSIS/DISCUSSION (cont.)

- A clear delineation of project scope that identifies all related hybrid applications and the project scope attributable to each, and
- A proration of project costs and an explanation of the proration methodology, and
- A certification that funds for one hybrid application will be used exclusively for that hybrid application, and
- An acknowledgement that expenditures should be tracked and reported separately according to the cost proration, unless the expenditure is only attributable to a specific project.

Finally, the Certification component of the form has been updated to include reporting and offset information specific to insurance proceeds or government disaster assistance.

The latest version of the proposed Form SAB 195 is included on Attachment A6c, and OPSC welcomes stakeholder feedback on the proposed form.

Natural Disaster Assistance Checklist
The checklist previously presented to stakeholders has been renamed as the "Application for Natural Disaster Assistance Checklist" for purposes of consistency between the amended proposed regulations and new Form SAB 195 name. Additional changes were made to the checklist to correspond with the latest version of the Form SAB 195.

As a reminder, this checklist is intended to be a functional document which the district may reference while preparing an application to request this assistance, and is included on Attachment A6d for purposes of stakeholder feedback.

Program Accountability Requirements
OPSC recognizes the importance of outlining program accountability requirements for purposes of transparency and maintaining integrity of the program. Below, program accountability requirements have been outlined for purposes of both Interim Housing and other natural disaster assistance requests.

Interim Housing Assistance Following a Natural Disaster
For purposes of Interim Housing assistance requests, OPSC proposes that school districts provide annual narratives from the fund release date in order to track interim housing usage. OPSC acknowledges that reporting for this assistance requires flexibility in the face of natural disaster recovery. In addition to being subject to existing SFP Regulation Section 1859.104, OPSC proposes the addition of subdivision (h) to this component of regulations, which builds in reporting timeframes associated with certifying to interim housing's usage within the school district, whether they are leased or purchased.

STAFF ANALYSIS/DISCUSSION (cont.)

Other Assistance Following a Natural Disaster
For purposes of other assistance following a natural disaster, OPSC proposes that school districts follow an annual reporting requirement wherein the school district provides an annual narrative from a status of the project standpoint, with a final expenditure report of three or four years, dependent on whether the project is located on an elementary school, middle school, or high school (pursuant to SFP Regulation Section 1859.104).

Grant Agreements
OPSC has built these program accountability considerations into proposed Grant Agreements (GAs) for purposes of each respective type of Natural Disaster Assistance. Below are descriptions of the intended format and contents of the proposed new GAs, which will be streamlined and briefer than existing GAs for other SFP projects.

Interim Housing Following a Natural Disaster
This GA follows similar formatting to the one used for SFP projects, however it is exclusively for the purposes of school districts requesting interim housing assistance pursuant to EC Section 17075.20.

The proposed GA would be required for each approved interim housing following a natural disaster application and includes examples of eligible and ineligible project expenditures.

The GA indicates the scope of the project, such as the number of portable classrooms requested by means of leasing/purchasing, and the anticipated or known duration of use.

It also details annual reporting requirements for purposes of tracking interim housing usage, as outlined within SFP Regulation Section 1859.84.1.

Once completed, the school district would provide a final expenditure report and annual savings report that are subject to the K-12 Audit provisions outlined in EC Section 41204.

Other Assistance Following a Natural Disaster
This proposed GA details an annual reporting requirement wherein the school district provides an annual narrative regarding the status of the project, with a final expenditure report in three or four years, dependent on whether the project is located on an elementary school, middle school, or high school (pursuant to SFP Regulation Section 1859.104).

Once completed, the school district would provide a final expenditure report and annual savings report that are subject to the K-12 Audit provisions outlined in EC Section 41204.

STAFF ANALYSIS/DISCUSSION (cont.)

Fund Release Authorization **(Form SAB 50-05)**
OPSC proposes the addition of Part X. Natural Disaster Assistance. This proposed section would follow Part IX, Career Technical Education Facilities Projects, and precede the section for Identify District's Construction Delivery Method.

This proposed section would have the following checkboxes:

- ☐ The district certifies it has complied with Section 1859.81.1
- ☐ The district certifies that its applicable matching share has either:
  - been deposited in the County School Facility Fund
  - has already been expended by the district for the project
  - will be expended by the district prior to the Notice of Completion for the project
- ☐ The district certifies that it currently has Financial Hardship status under the provisions of Section 1859.81

OPSC welcomes stakeholder feedback on all considerations proposed within this stakeholder item.

Five-Year School Facilities Master Plan
With the passage of Proposition 2, school districts must provide specified minimum elements as part of the required five-year school facilities master plan, including an inventory of existing facilities, sites, and property. At the December 3, 2024 Board meeting, the Board adopted policies for initial implementation of Proposition 2 that relate to the timing of the submittal of the master plan to OPSC, dependent on the submittal date and project type.

Natural Disaster Assistance applications submitted on or after October 31, 2024 are subject to the Proposition 2 requirement to submit a five-year school facilities master plan.

To allow submittal, processing, and approval of these applications without delay, OPSC proposes to align requirements related to the timing of the master plan submittal for Natural Disaster Assistance applications with the Board-approved timing for Facility Hardship Program and Seismic Mitigation Program applications. Specifically, OPSC proposes that submittal of the master plan will be required by the time the school district's substantial progress certification for construction of the project is due (18 months after fund release), or by the time of submittal of the 100 percent complete *Expenditure Report* (Form SAB 50-06), whichever occurs first.

OPSC proposes that applicants that wish to request Natural Disaster Assistance funding must submit a governing board resolution acknowledging the requirement to submit the master plan by the previously mentioned deadline. The

STAFF ANALYSIS/DISCUSSION (cont.)

governing board resolution must also acknowledge the project may be rescinded for failure to submit a master plan with the required components.

Further information regarding this requirement may be found at the following webpage on OPSC's website: School Facility Master Plans.

AUTHORITY

EC Section 17075.20 – Hardship Application

(a) Notwithstanding any other law, the board may provide assistance under this chapter for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and county offices of education impacted by a natural disaster for which the Governor has declared a state of emergency. The allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance.

(b) For purposes of this section, and notwithstanding any other section of this chapter, school districts and county offices of education determined by the board to be impacted by a natural disaster as described in subdivision (a) are deemed to meet the requirements set forth in Section 17075.10.

(c) Notwithstanding any other law, a school district or county office of education that receives assistance under this section shall be entitled to retain savings from a project and use those savings for other high-priority capital outlay purposes consistent with the requirements of subdivision (c) of Section 17070.63.

(d) (1) A grant provided pursuant to this section shall not affect the applicant's eligibility for any other program under this chapter.

(2) Notwithstanding paragraph (1), a portable classroom purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75.

(e) The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster as described in subdivision (a).

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PROPOSED REGULATIONS

Section 1859.2. Definitions.

…

"Form SAB 195" means the *Application for Natural Disaster Assistance Funding* (Form SAB 195) (New xx/25), which is incorporated by reference.

…

"Interim Housing" means the rental or lease of ~~c~~Classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities~~.~~; or the lease or purchase of Classrooms or ancillary facilities including but not limited to, restrooms, administrative space, or minimum essential facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

…

Note: Authority cited: Sections 17075.20, 17070.35 and 17078.64, Education Code.

Section 1859.31. Gross Classroom Inventory.

The School ~~d~~District shall prepare a gross inventory consisting of all ~~c~~Classrooms owned or leased in the School ~~d~~District, the HSAA or Super HSAA as appropriate. For the purpose of this gross ~~c~~Classroom inventory, the following shall be considered a ~~c~~Classroom. Any ~~c~~Classroom:

(a) for which a contract was signed for the construction or acquisition of facilities or for which construction work has commenced at the time the SFP application for determination of eligibility is submitted to the OPSC;

(b) constructed with funds from the LPP;

(c) used for Special Day Class or Resource Specialist Programs;

(d) that are standard classrooms, shops, science laboratories, computer laboratories, or computer ~~c~~Classrooms;

(e) acquired or created for Class Size Reduction purposes;

(f) used for preschool programs;

(g) converted to any non-classroom purpose including use by others;

(h) with Housing and Community Development or Department of Housing insignia;

(i) acquired for ~~i~~Interim ~~h~~Housing ~~for a modernization project~~;

(j) leased or purchased under the State Relocatable Program pursuant to Chapter 14 of Part 10 of the Education Code;

(k) that have a waiver for continued use by the Board for Field Act exemptions;

(l) used for Community School purposes;

(m) included in a closed school.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17071.25, 17071.30, and 17075.20, Education Code.

Section 1859.51. Adjustments to the New Construction Baseline Eligibility.

The baseline eligibility for new construction determined on the Form SAB 50-03 will be adjusted as follows:

(a) Reduced by the number of pupils provided grants in a new construction SFP project and by the number of pupils that received a Preliminary Apportionment pursuant to Section 1859.140 or a Preliminary Charter School Apportionment pursuant to Section 1859.162.2.

(b) Reduced by the number of pupils housed, based on the loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in a new construction LPP project funded under the provisions of the LPP pursuant to Sections 1859.12 or 1859.13.
(c) Reduced by the number of pupils housed in additional classrooms constructed or purchased based on the loading standards, pursuant to Education Code Section 17071.25(a)(2)(A), in a modernization SFP project.
(d) Adjusted as a result of the audit findings made pursuant to Sections 1859.90, 1859.90.3 and 1859.105.
(e) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years for all districts using a fifth-year projection or a tenth-year projection, except decreases as provided in (j) below.
For all funding requests received by OPSC on or after June 6, 2017, OPSC will notify the School District in writing that OPSC is scheduled to begin processing the School District's Form SAB 50-04 and that the School District shall submit the Form SAB 50-01 based on ~~s~~School ~~d~~District enrollment data, as shown in the table below:

OPSC Received Date of Form SAB 50-01	Enrollment Reporting Year
July 1 through October 31	Submit Prior Fiscal Year Enrollment Data
November 1 through June 30	Submit Current Fiscal Year Enrollment Data

OPSC may return the Form SAB 50-04 to the School District for failure to submit the Form SAB 50-01 within 90 calendar days of OPSC's notification.
(f) Adjusted as a result of errors or omissions by the School ~~d~~District or by the OPSC.
(g) Adjusted as a result of amendments to these Regulations that affect the eligibility.
(h) Increased by the number of pupils eligible for grants pursuant to Section 1859.82.1(b)(4)(A) or 1859.82.2(b)(4)(A).
(i) Reduced by the number of pupils housed, based on loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any Classroom Provided after the baseline eligibility was determined by the Board with the exception of those pupils housed or to be housed in a classroom:
(1) That is a trailer and transportable/towed on its own wheels and axles.
(2) Of less than 700 interior square feet.
(3) That is a portable ~~c~~Classroom, leased pursuant to Chapter 14 (commencing with Section 17085) of the Education Code.
(4) That is a portable ~~c~~Classroom leased for a period of less than five years, whether in a single lease or cumulative total of several leases.
(5) That is a portable ~~c~~Classroom that needs to be leased beyond five years to provide ~~i~~Interim ~~h~~Housing ~~in a modernization or new construction project~~ provided the cumulative lease term does not exceed a specified time period as determined by the SAB not to exceed three years on each qualifying project. For this purpose, a project means all work contained in a single set of construction plans.
(6) Where the contract for the lease, lease-purchase, purchase, or construction of the ~~c~~Classroom was made prior to January 1, 2000.
(7) That is included in a SFP project where the School ~~d~~District has funded a portion of the project beyond its required district contribution and the pupil capacity of the ~~c~~Classroom does not exceed 150 percent of the number of pupils receiving a new construction grant (rounded up) for the SFP project.
(8) That was acquired with joint-use funds specifically available for that purpose.

(9) That was acquired with career technical education funds specifically available pursuant to Education Code Section 17078.72.
(10) That was built or acquired exclusively for regional occupational centers, regional occupational programs, child care, preschool and/or Adult Education Programs, and with funds specifically available for those purposes.
(11) That replaces a ~~c~~Classroom, previously included in the determination of the School ~~d~~District's new construction eligibility pursuant to Education Code Section 17071.75, in a project funded by the School ~~d~~District without participation from the State and the School ~~d~~District permanently removes the replaced facility from classroom use immediately after the replacement classroom is occupied.
(12) That was constructed with Overcrowding Relief Grant funds specifically available for that purpose.
(j) For Small School Districts:
(1) Decreased by any reduction in projected enrollment that follows a three-year period after the district's eligibility was approved by the Board, and either (A) or (B), as applicable:
(A) Increased/decreased by changes in projected enrollment in the 2016/2017 enrollment year using a fifth-year projection or a tenth-year projection if the Form SAB 50-01 was received at OPSC by October 31, 2017.
(B) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years following 2016/2017 using a fifth-year projection or a tenth-year projection.
(2) If the Small School District does not submit an adjustment under (A) or (B) prior to OPSC notification of its schedule to begin processing the School District's request for new construction funding that was received by OPSC on or after November 1, 2012, then the requirements of (e) shall apply.
(k) Adjusted for any change in classroom inventory as a result of a reorganization election.
(l) For classroom loading standards adopted by the Board for non-severely disabled individuals with exceptional needs and severely disabled individuals with exceptional needs.
(m) As directed by the Board due to a finding of a Material Inaccuracy pursuant to Regulation Section 1859.104.1.
(n) Increased by the number of pupils that received a Preliminary Apportionment that was rescinded pursuant to Section 1859.148 or a Preliminary Charter School Apportionment that was rescinded pursuant to Section 1859.166.
(o) Adjusted for operational grant changes as determined/provided by the California Department of Education.
(p) For a HSAA School ~~d~~District with Preliminary Apportionments within the 2002 or 2004 Critically Overcrowded School Facilities Account as follows:
(1) Decreased by the number of pupils that received a Preliminary Apportionment, distributed proportionately among HSAAs in which the pupils used to justify the conversion of the Preliminary Apportionment were enrolled but did not reside.
(2) In the subsequent enrollment reporting year after verification of Occupancy of a project, increased by the number of pupils equal to the reduction due to Section 1859.51(p)(1), for the project which was occupied.
(3) Increased by the number of pupils equal to the reduction due to Section 1859.51(p)(1), for a Preliminary Apportionment rescinded pursuant to the provisions of Section 1859.148.
(q) Adjusted by the difference between the Alternative Enrollment Projection for the current enrollment reporting year and the projected enrollment determined pursuant to Section 1859.42 for the current enrollment reporting year, or by the eligibility remaining from this calculation that can no longer be utilized if the funds made available pursuant to Education Code Section 17071.75(a)(1)(A) have been exhausted.

(r) Adjusted pursuant to Education Code Section 17071.75(b)(2) by the number of pupils housed, based on the loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any ~~c~~Classroom(s) where title was relinquished to the School District receiving the transferred classroom(s).
(s) Increased by the capacity of ~~c~~Classrooms that meet all of the following:
(1) The classrooms are included in an Approved Application that have a qualifying health and safety threat pursuant to Sections 1859.82.1 or 185.9.82.2 that were originally included in the School ~~d~~District's baseline eligibility, except the School ~~d~~District did not have the current enrollment to support the replacement and funding of those ~~c~~Classrooms.
(2) The ~~c~~Classrooms are included in an Approved Application pursuant to Sections 1859.82.1 or 1859.82.2 and did not receive funding as part of that project and were demolished or removed from ~~c~~Classroom use. Buildings removed from K-12 classroom use that remain on the school site will be identified on a list published on OPSC's website.
(3) The Board shall approve the adjustment upon receiving the local school board resolution acknowledging that the buildings have been removed from K-12 ~~c~~Classroom use.
(t) Adjusted by the capacity of Classrooms, as applicable:
(1) Decreased by the number of pupils housed in portable Classrooms purchased for purposes of Interim Housing pursuant to Education Code Section 17075.20.
(2) Increased by the number of pupils housed in portable Classrooms purchased pursuant to Section 1859.51(t)(1) that are permanently removed from the School District within eight years of occupancy.
(u) Increased by the capacity of Classrooms that were destroyed or rendered unsafe to occupy due to a natural disaster for which the Governor declared a state of emergency on or after July 3, 2024, that the School District elected not to replace. The Board may consider adjustments for Classrooms that were destroyed or rendered unsafe to occupy due to a natural disaster that occurred prior to July 3, 2024, that the School District elected not to replace, on a case-by-case basis.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17052, 17070.51, 17071.25, 17071.75, 17071.76, 17072.20, 17075.20, 17077.40, 17078.72, 17079.20, 42268, and 42270, Education Code.

Section 1859.80. General.

A School ~~d~~District shall qualify for hardship assistance by demonstrating one or more of the following:
(a) A financial hardship, as provided in Section 1859.81, which prevents the School ~~d~~District from funding all or a portion of the matching share requirement for a SFP grant.
(b) Qualification for facility hardship as provided in Sections 1859.82.1 or 1859.82.2.
(c) An Excessive Cost Hardship Grant as a result of added construction costs due to unusual circumstances as provided in Section 1859.83.
(d) Qualification for natural disaster assistance pursuant to Sections 1859.84.1 or 1859.84.2 as a result of a natural disaster for which the Governor has declared a state of emergency.

Note: Authority cited: Sections 17075.10 in effect as of January 1, 2024 and amended by Assembly Bill 247, Chapter 81, Statutes of 2024, and with the successful passage of Proposition 2 on November 5, 2024, 17075.20 and 17070.35, Education Code.

Section 1859.81.1. Separate Apportionment for Site Acquisition and Design Costs.

A district that meets the Ffinancial Hhardship criteria in Section 1859.81 is eligible for the following:

(a) For a new construction project, a separate apportionment for site acquisition, with the exception of site acquisition funding authorized by Section 1859.81.2 or for projects receiving funding pursuant to the Overcrowding Relief Grant, Section 1859.180, when all the following requirements are met:
(1) The School Ddistrict has eligibility for grants that equal at least 50 percent of the CDE master plan capacity of the site.
(2) The School Ddistrict has received a contingent site approval letter from the CDE indicating that the proposed site is the best available.
(3) The School Ddistrict has obtained a preliminary appraisal of the property by a qualified appraiser utilizing criteria outlined in Section 1859.74.1. This report may be made without access to the site.
(b) If the conditions in (a) are met on a site that does not require a RA, the Board will apportion all of the following less any district funds available for the project pursuant to Section 1859.81(a):
(1) An amount not to exceed 100 percent of the lesser of the preliminary appraised value of the site as determined by Section 1859.74.1 or the amount the district reasonably expects to pay for the site including any hazardous material clean-up.
(2) The estimated relocation expenses that will conform to Title 25, California Code of Regulations, Section 6000, et seq. The reasonable and necessary relocation costs for purchasing fixtures and equipment, personal property, new machinery/equipment, and the installation of any improvements at the replacement residence or business location may be included as relocation assistance.
(3) Four percent of the lesser of the preliminary appraised value of the site or the amount the School Ddistrict reasonably expects to pay for the site acquisition including any hazardous material clean-up but not less than $50,000.
(4) The estimated DTSC costs for review, approval, and oversight of the POESA and the PEA.
(c) If the conditions in (a) are met on a site that will require a RA, the district is eligible for a separate site apportionment not to exceed 50 percent of one and one half times the value of an appraisal that conforms to Section 1859.74.1 for the costs included in (c)(1) and (c)(4) plus the additional costs included in (c)(2) and (c)(3). The costs included in (c)(2) and (c)(3) are in addition to 50 percent of one and one half times the appraisal value cap.
(1) The cost of the site as determined in Section 1859.74.1 and the amount the School Ddistrict reasonably expects to pay for any hazardous materials/waste removal and/or remediation costs for the site.
(2) Fifty percent of the estimated relocation expenses that will conform to Title 25, California Code of Regulations, Section 6000, et seq. The reasonable and necessary relocation costs for purchasing fixtures and equipment, personal property, new machinery/equipment, and the installation of any improvements at the replacement residence or business location may be included as relocation assistance.
(3) Fifty percent of four percent of the lesser of the appraised value of the site or the amount the School Ddistrict reasonably expects to pay for the site acquisition including any hazardous materials/waste removal and/or remediation costs for the site, but not less than 50 percent of $50,000.
(4) The estimated DTSC costs for review, approval and oversight of the POESA and the PEA.
(d) The limitation of 50 percent of one and one half times the value of an appraisal for costs in subsections (c), (c)(1) and (c)(4) may be exceeded when the Board finds that unforeseen circumstances exist, and when both of the following exist:

(1) CDE determines that the site is the best available site for meeting the educational and safety needs of the School District.
(2) Substantiation that the costs are limited to the minimum required to complete the evaluation and RA approved by the DTSC.
(e) For new construction projects, the Board will apportion an amount not to exceed 40 percent of the new construction grant less any School Ddistrict funds available for the project pursuant to Section 1859.81(a), plus $150,000 for new school projects and $250,000 for new construction addition projects that will be pursuing high performance incentive grants as indicated on the school district governing board resolution that shall be submitted to the OPSC as part of a funding request pursuant to this Section. For modernization projects, the Board will apportion an amount not to exceed the following:
(1) If the Approved Application is received on or before April 29, 2002, 20 percent of the modernization grant less any district funds available for the project pursuant to Section 1859.81(a).
(2) If the Approved Application is received after April 29, 2002, 25 percent of the modernization grant less any School Ddistrict funds available for the project pursuant to Section 1859.81(a), plus $250,000 for projects that will be pursuing high performance incentive grants as indicated on the school district governing board resolution that shall be submitted to the OPSC as part of a funding request pursuant to this Section.
(f) For applications for other assistance following a natural disaster pursuant to Section 1859.84.2 , the Board will apportion an amount not to exceed 25 percent of the state share of the grant less any School District funds available for the project pursuant to Section 1859.81(a). The amount provided as a separate Apportionment shall be offset from the full grant amount the School District would otherwise be eligible for pursuant to Section 1859.84.2 when the School District submits an additional Form SAB 195 to request additional funding.

The amount apportioned is an estimate of the funds needed for design, engineering, and other pre-construction project costs.

Qualifying School dDistricts may request a separate Aapportionment for the design and for site acquisition for the same new construction project. Those projects requesting an Overcrowding Relief Grant, pursuant to Section 1859.180, do not qualify for these separate Apportionments.

The amount provided as a separate Apportionment shall be offset from the New Construction Adjusted Grant or the Modernization Adjusted Grant amount the district would otherwise be eligible for pursuant to Sections 1859.70, 1859.71.6, 1859.77.4 and 1859.81 when the district submits the Form SAB 50-04. A district seeking a separate Apportionment for site acquisition or design costs shall submit the Form SAB 50-04. If a new construction project received a previous design Aapportionment, the district may request an additional design Apportionment for that project up to the 40 percent maximum design Apportionment allowed pursuant to this Section.

The Form SAB 50-04 that is subsequently submitted for the New Construction Adjusted Grant must be for at least 50 percent of the New Construction Grant the district requested as a separate design Apportionment.

The Form SAB 50-04 that is subsequently submitted for the Modernization Adjusted Grant must be for at least 80 percent of the Modernization Grant the district requested as a separate design Apportionment that was received on or before April 29, 2002.

The Form SAB 50-04 that is subsequently submitted for the Modernization Adjusted Grant must be for at least 60 percent of the Modernization Grant the district requested as a separate design Aapportionment that was received after April 29, 2002.

When the Board is accepting applications pursuant to Section 1859.95, the funding of the new construction or modernization grant may be made from funds set aside by the Board for financial hardship. The amount provided as a separate Aapportionment shall be adjusted at a future date to assure that hardship funding for the project does not exceed the amount the district was otherwise eligible to receive.

Note: Authority cited: Sections 17070.35, 17072.13, and 17075.15, and 17075.20, Education Code.
Reference: Sections 17072.12, 17072.20, 17072.33, 17074.15, 17074.16, 17075.20, and 17079.20, Education Code.

Section 1859.84. Natural Disaster Assistance Program

A School District may apply for Interim Housing and any other assistance as a result of a natural disaster for which the Governor has declared a state of emergency pursuant to Education Code Section 17075.20, subject to verification with the Governor's Office of Emergency Services to confirm the state of emergency is still open at the time of application submittal.

For purposes of this Section, a natural disaster may include, but is not limited to, events such as earthquakes, wildfires, floods, landslides, storms, hurricanes, tsunamis, and other natural catastrophes.

Applications received on or after October 31, 2024 are subject to matching share requirements in accordance with Sections 1859.77.1 and 1859.79.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17075.20, Education Code.

Section 1859.84.1. Interim Housing Assistance Following a Natural Disaster

Any funding provided by this Section is subject to the availability of New Construction bond authority and shall supplement insurance, local, state, and federal disaster funding.

An impacted School District is eligible for funding to procure Interim Housing if the School District has had facilities lost or damaged by a natural disaster for which the Governor has declared a state of emergency. The declared state of emergency must be "open" on the date OPSC receives a completed, valid Form SAB 195.
(a) To request funding to lease or purchase facilities, the School District must submit a completed, valid Form SAB 195 signed by an Authorized District Representative.
(b) The School District must submit one of the following to demonstrate that any funding provided by this Section will supplement funding from insurance or any other government disaster assistance:

(1) If the School District will not receive insurance proceeds or other government disaster assistance for Interim Housing, documentation in the form of a letter of denial or a certification, demonstrating that costs associated with Interim Housing have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance.
(2) If the School District reasonably expects to receive future insurance proceeds or any other government disaster assistance attributable to costs of Interim Housing, the School District must provide all of the following:
(A) An estimate of the insurance proceeds or any other government disaster assistance the School District may receive for Interim Housing expenses;
(B) A narrative statement indicating the necessity for Interim Housing assistance prior to receipt of insurance proceeds or any other government disaster assistance for this purpose; and
(C) Acknowledgement of the reporting requirement and potential of a future adjustment to any Apportionment, pursuant to subsection (d).
(c) Interim Housing assistance may not be requested in place of:
(1) An Approved Application pursuant to Section 1859.70
(2) An Approved Application pursuant to Section 1859.82.1
(d) Any Apportionment provided in accordance with this Section shall be adjusted for funding received from insurance proceeds or government disaster assistance for Interim Housing. The Apportionment will be reduced by 50 percent of the funding received from insurance proceeds or government disaster assistance for Interim Housing, or a commensurate amount adjusted for the local matching share pursuant to Section 1859.77.1. Any insurance proceeds and/or government disaster assistance collected after Apportionment shall be reported to OPSC in the form of an annual narrative from the date of the Apportionment until all claims for insurance proceeds and requests for government disaster assistance are closed.
(e) The Board shall provide an Apportionment subject to the availability of funds pursuant to Section 1859.90 or Section 1859.90.2.
(f) A Grant Agreement pursuant to Section 1859.90.4. is required as a condition of receiving funding pursuant to this Section.
(g) The School District is subject to the requirements in Sections 1859.104 and 1859.105.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17075.20, Education Code.

Section 1859.84.2. Other Assistance Following a Natural Disaster

Any funding provided by this Section is subject to the availability of New Construction or Modernization bond authority, as applicable to the scope of work in the request, and shall supplement insurance, local, state, and federal disaster funding.

A School District may qualify for funding at the Board's discretion if it is determined by the Board to be impacted by a natural disaster for which the Governor has declared a state of emergency. The declared state of emergency must be "open" on the date OPSC receives a completed, valid Form SAB 195.
(a) In making a determination to provide any other assistance following a natural disaster, the Board may consider factors including, but not limited to, the following:
(1) Any previous SFP Approved Applications that received an Apportionment for the impacted site as it relates to the natural disaster.
(2) All information required on the Form SAB 195.

(b) To request funding pursuant to this Section, the School District must submit a completed, valid Form SAB 195 signed by an Authorized District Representative.
(c) The School District must submit one of the following to demonstrate that any funding provided by this Section will supplement funding from insurance or any other government disaster assistance:
(1) If the School District will not receive insurance proceeds or other government disaster assistance for the scope of work in the Form SAB 195, documentation in the form of a letter of denial or a certification, demonstrating that costs associated with the scope of work in the Form SAB 195 have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance.
(2) If the School District reasonably expects to receive future insurance proceeds or any other government disaster assistance attributable to the scope of work in the Form SAB 195, the School District must provide all of the following:
(A) An estimate of the insurance proceeds or any other government disaster assistance the School District may receive for the scope of work in the Form SAB 195;
(B) A narrative statement indicating the necessity for assistance under this Section prior to receipt of insurance proceeds or any other government disaster assistance for this purpose; and
(C) Acknowledgement of the reporting requirement and potential of a future adjustment to any Apportionment, pursuant to subsection (f).
(d)The School District's New Construction eligibility will be adjusted for any net increase in Classroom capacity in the project pursuant to Section 1859.51.
(e) The baseline eligibility for modernization as provided in Section 1859.60 will be adjusted for any funding received. The age of the Classroom/s and Square Footage in the project shall be reset to the date of the Apportionment for the project.
(f) Any Apportionment provided in accordance with this Section shall be adjusted for funding received from insurance proceeds or government disaster assistance for the same purpose or scope of work funded by the Apportionment, as follows:
(1) Reduced by 50 percent of the funding received from insurance or government disaster assistance, or a commensurate amount adjusted for the local matching share pursuant to Section 1859.77.1, or
(2) Reduced by 60 percent of the funding received from insurance or government disaster assistance, or a commensurate amount adjusted for the local matching share pursuant to Section 1859.79.
(g) Any insurance proceeds and/or government disaster assistance collected after Apportionment shall be reported to OPSC in the form of an annual narrative from the date of the Apportionment until all claims for insurance proceeds and requests for government disaster assistance are closed.
(h) The Board shall provide an Apportionment subject to the availability of funds pursuant to Section 1859.90 or Section 1859.90.2.
(i) A Grant Agreement pursuant to Section 1859.90.4. is required as a condition of receiving funding pursuant to this Section.
(j) The School District is subject to the requirements in Sections 1859.104 and 1859.105.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17075.20, Education Code.

Section 1859.90. Fund Release Process.
(a) With the exception of an Apportionment made pursuant to Sections 1859.81.1(e), 1859.81.1(f), or 1859.81.2, Apportionments provided through the Priority Funding Process and subject to 1859.90.2, the OPSC will release State funds that the Board has apportioned to the district after submittal, by the School ~~d~~District, of the Form SAB 50-05 and a Grant Agreement, pursuant to Section 1859.90.4.

(b) With the exception of Apportionments described in paragraphs (1) and (2) of subsection (c), a district must submit the Form SAB 50-05 and Grant Agreement, within 180 calendar days of the Apportionment of the SFP grant for the project or within 365 calendar days for Apportionments that include Ffinancial Hhardship assistance. If the School dDistrict does not submit the Form SAB 50-05 and Grant Agreement within the above specified time, the entire New Construction Adjusted Grant, or Modernization Adjusted Grant or Type I or II, part of a qualifying SFP Modernization project, or Joint-Use Project Apportionment shall be rescinded without further Board action, and the pupils housed in the project, if applicable, will be added back to the School dDistrict's baseline eligibility. The School dDistrict may refile a new Application for the project subject to district eligibility and available State funds at the time of resubmittal.
(c)(1) Notwithstanding subsection (b), if an Apportionment is made for an Application pertaining to a school facility located on a military installation that is the recipient of a federal grant that requires a local matching share, the Board may require the School dDistrict to submit the Form SAB 50-05 and Grant Agreement within a determined time period, not to exceed 18 months of the Apportionment of the SFP grant for the project. If the district does not submit the Form SAB 50-05 and Grant Agreement within the above specified time, the entire Apportionment shall be rescinded without further Board action, and the pupils housed in the project, if applicable, will be added back to the district's baseline eligibility. The district may refile a new Application for the project subject to district eligibility and available State funds at the time of resubmittal.
(2) Notwithstanding subsection (b), if the Apportionment was made for a Type II Joint-Use Project, not part of a qualifying SFP Modernization project, pursuant to Article 12 of these Regulations, the School dDistrict must submit the Form SAB 50-05 and a Grant Agreement within 18 months of the date the plans and specifications for the Joint-Use Project that have been approved by the DSA and the CDE are submitted to the OPSC or the Apportionment shall be rescinded without further Board action.
(d) OPSC will release State funds that have been apportioned by the Board pursuant to Sections 1859.81.1(e) or 1859.81.1(f) to the School dDistrict within 30 calendar days of the following, whichever occurs last: an Apportionment or upon submittal by the School dDistrict of a Grant Agreement pursuant to Section 1859.90.4. Submittal of the Grant Agreement must occur within 365 days of the Apportionment. If the School dDistrict received an Apportionment pursuant to 1859.90.2, the Grant Agreement must be submitted within the specified time period in 1859.90.2.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17072.12, 17072.30, 17074.15, 17076.10, 17077.40, 17077.42 and 17077.45, Education Code.

Section 1859.93. Modernization Project Funding Order.
Applications shall be funded as follows:
(a) First, to applications for Facility Hardship rehabilitation projects pursuant to Sections 1859.82.1(c) and 1859.82.2(c) in order of receipt of an Approved Application for funding; then
(b) Second, to applications for Modernization projects pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195; then
(bc) If there are no applications pursuant to subsection (a) or (b), to applications for modernization funds in order of receipt of an Approved Application for funding.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Section 17074.15 and 17075.15, and 17075.20, Education Code.

Section 1859.93.1. New Construction Project Funding Order.
Applications, except those identified in (ce) through (eg) below, shall be funded as follows:

(a) First, ~~to applications for Facility Hardship pursuant to Section 1859.82 in order of receipt of an Approved Application for funding; then,~~ to applications pursuant to Section 1859.84.1 in order of receipt of a Form SAB 195; then
(b) Second, to applications for Facility Hardship pursuant to Sections 1859.82.1(b) and 1859.82.2(b) in order of receipt of an Approved Application for funding; then,
(c) Third, to applications pursuant to Section 1859.84.2 in order of receipt of a Form SAB 195; then
(~~b~~d) If there are no applications pursuant to subsection (a), (b) or (c), to applications for New Construction Grant(s) in order of receipt of an Approved Application for Funding.
(~~c~~e) Approved Applications for New Construction Grant(s) funded with the proceeds of state bonds approved by the voters prior to January 1, 2002.
(~~d~~f) Approved Applications for New Construction Grant(s) authorized by Education Code Sections 17078.10 through 17078.30.
(~~e~~g) Approved Applications that utilize pupil eligibility derived from the Alternative Enrollment Projection method. These applications shall be funded in order of receipt once the OPSC and the DRU have approved the Alternative Enrollment Projection method or the Alternative Enrollment Projection annual update.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17072.25, 17070.35, ~~and~~ 17075.15, and 17075.20, Education Code.

Section 1859.104. Program Reporting Requirements.
A School ~~d~~District receiving funds in accordance with the Act shall submit the following:
(a) An expenditure report from the School ~~d~~District on the Form SAB 50-06. The program reporting requirements are as follows:
(1) The first expenditure report shall be due one year from the date that any funds were released to the School ~~d~~District for the project pursuant to Section 1859.90 or 1859.90.2, or upon completion of the project, whichever occurs first. A project shall be deemed complete when either of the following occur:
(A) When the notice of completion for the project has been filed, all outstanding invoices, claims, change orders have been satisfied and the facility is currently in use by the School ~~d~~District.
(B) Three years from the date of the final fund release for an elementary school project or four years from the date of the final fund release for a middle or high school project.
(C) Notwithstanding (B), eight years from the date of the final fund release for projects receiving funding pursuant to Sections 1859.84.1 and 1859.84.2.
(2) The second and subsequent expenditure reports, if necessary, shall be due annually beginning one year from the first report, or upon completion of the project, whichever occurs first. The final expenditure report must be made no later than three years from the date of the final fund release for an elementary school project or four years from the date of the final fund release for a middle or high school project.
(b) With the exception of projects that qualify for an ~~a~~Apportionment pursuant to Section 1859.75.1, a progress report, in the form of a narrative from the School ~~d~~District, shall be due 18 months from the date any funds were released to the School ~~d~~District for the project pursuant to Section 1859.90 or 1859.90.2. The progress report shall include information regarding the progress the district has made towards substantial completion of the project. If the notice of completion has been filed within 18 months of the release of funds pursuant to Section 1859.90 or 1859.90.2, or the expenditure reports required in (a)(1) or (2) indicate that substantial progress (as defined in Section 1859.105) on the project has occurred, no progress report is required.

(c) A progress report, in the form of a narrative from the district, shall be due 12 months from the date the site acquisition funds were apportioned to the School ~~d~~District for the project pursuant to Section 1859.75.1. The progress report shall include information regarding the progress the School ~~d~~District has made towards acquiring the site as outlined in Section 1859.105.1 and may contain other evidence of reasonable effort to substantiate progress towards acquiring the site for purposes of an extension of the site ~~a~~Apportionment as authorized by Education Code Section 17072.13(c)(2).
(d) If an ~~a~~Apportionment was made for a district-owned site pursuant to Section 1859.74.5, a certification that the non-school function currently taking place on the district-owned site has been discontinued or relocated. The certification must be submitted to the OPSC no later than the following dates:
(1) If the project is for an elementary school, 66 months from the date of the site ~~a~~Apportionment.
(2) For all other projects, 78 months from the date of the site ~~a~~Apportionment.
(e) If an Apportionment was made under the Overcrowding Relief Grant pursuant to Section 1859.180, the School District must provide a certification that the replaced portables were removed from the eligible site and from service pursuant to Education Code Section 17079.30.
(f) A School District receiving an Apportionment for high performance incentive grants pursuant to Section 1859.71.6 or 1859.77.4 shall submit a completed Project Information Worksheet to the OPSC for all expenditures related to the additional design and construction costs of the high performance building components. In addition, the School District shall provide information related to resulting energy savings and efficiency, as well as other resulting benefits. The Project Information Worksheet shall be submitted with the Form SAB 50-05 and the School District's first and final Forms SAB 50-06 pursuant to (a)(1) and (2) above.
(g) A School District receiving funds shall submit a summary report of expenditures of state funds and of school district matching funds annually until all state funds and school district matching funds are expended, pursuant to Education Code Section 17076.10(a).
(h) If an Apportionment was made under the Natural Disaster Assistance Program pursuant to Section 1859.84.1, the School District must provide a certification for the following:
(1) Upon either project completion or no later than 60 months from the date the lease was signed for purposes of Interim Housing, that leased portable Classrooms have either been removed or remain in use within the School District. For leased portable Classrooms that have a qualifying project and receive an extension by the Board pursuant to Section 1859.51(i)(5), the School District shall provide an additional certification no later than the approval date of the extension as approved by the Board.
(2) Upon either project completion, or no later than 96 months from the date of the Apportionment, that the portable Classrooms purchased for Interim Housing have either been removed or remain in use within the School District.

Note: Authority cited: Sections 17070.35, 17072.13, 17075.20, and 17079.30, Education Code.
Reference: Sections 17070.35, 17070.99, 17072.12, 17072.13, 17076.10 and 17079.30, Education Code.

Section 1859.106. Program Accountability Expenditure Audit.
The projects will be audited to assure that the expenditures incurred by the district were made in accordance with the provisions of Education Code Section 17072.35 for new construction projects, Section 1859.120 for Joint-Use Projects, Section 1859.140 for Critically Overcrowded School projects, Section 1859.160 for Charter School projects, and Education Code Section 17074.25 and Section 1859.79.2 for modernization projects. The audit will also assure that the district complied with all site acquisition

guidelines as provided in Education Code Sections 17072.13 and 17072.14 and Sections 1859.74, 1859.74.1, 1859.74.2, 1859.74.3, 1859.74.4, 1859.75 and 1859.75.1.

An adjustment in the SFP grant will be made for the following:
(a) The difference in the value of the site, relocation costs, DTSC fees, and hazardous waste/materials removal costs that were used to determine the New Construction Additional Grant and the actual amount paid by the district for the site, relocation costs, DTSC fees, and hazardous waste/materials removal costs. For applications received on or after January 1, 2004, the adjustment may be made regardless of whether the hazardous waste/materials removal costs were requested on the application for funding.
(b) For any insurance proceeds collectable by the district for displaced facilities and net proceeds available from the disposition of displaced facilities pursuant to Sections 1859.82.1(d) and 1859.82.2(d).
(c) For any insurance proceeds or other government disaster assistance collected by the School District for any project that received funding pursuant to 1859.84, 1859.84.1 or 1859.84.2.
(~~c~~d) For any project that received funding pursuant to 1859.71.4(c) or 1859.78.1(b), 50 percent of one-fourth of one percent of the difference between the original Total Projected Bond Apportionment and the newly calculated amount.
(~~d~~e) Any adjustments made pursuant to this Section will be made only if sufficient bond authority is available for the adjustment. If an Unfunded List has been created by the Board, then any adjustments made pursuant to this Section will be placed on the Unfunded List.

When the OPSC receives the final expenditure report from the district on Form SAB 50-06, an audit of the expenditures by the OPSC shall commence within two years of the report. If the district is not notified by the OPSC within the two-year period that an audit will be made, there will be no audit of the project by the OPSC and the expenditures reported by the district shall be deemed appropriate. If the district has been notified that an audit of the expenditures will be made by the OPSC, the OPSC shall complete the audit within six months of the notification, unless additional information requested from the district has not been received.

School Districts shall be required to maintain all appropriate records that support all district certifications and expenditures for all costs associated with SFP, Charter School, and Joint-Use projects for a period of not less than four years from the date the notice of completion is filed for the project in order to allow other agencies, including, without limitation, the Bureau of State Audits and the State Controller to perform their audit responsibilities.

The School D~~d~~istrict is responsible to substantiate expenditures from the Joint-Use Partner(s) financial contribution pursuant to Section 1859.127 and from other local sources.
Should the OPSC conduct an audit of the School ~~d~~District certifications or the expenditures for the project and make a finding that some or all of the expenditures were not made in accordance with the provisions of Education Code Section 17072.35 for new construction projects, Sections 1859.84, 1859.84.1 or 1859.84.2 for projects following a natural disaster, Section 1859.120 for Joint-Use Projects, Section 1859.140 for Critically Overcrowded School projects, Section 1859.160 for Charter School projects, Education Code Section 17074.25 and Section 1859.79.2 for modernization projects, and Education Code Sections 17072.13 and 17072.14 for projects with additional costs imposed by the DTSC, the OPSC shall recommend to the Board that the apportionment be adjusted based on the audit findings.

Should the CDE make a finding that a project did not meet the standards that were adopted by the CDE pursuant to Education Code Section 17251 (b) and (c) when the district had self-certified that the project met those standards pursuant to Education Code Section 17070.50 (b), the Board may request that the CDE make a recommendation that the apportionment for the project be adjusted based on the CDE finding. Any adjustment in the apportionment shall be based on the percentage of space in the project that the CDE determined did not meet those standards.

If title to special education program facilities is transferred between a school district and a county office of education pursuant to Education Code Sections 17071.75(b)(2) and (f), the receiving School District shall remit payment to the State within 60 days or up to five years, pursuant to an approved repayment schedule, as requested by the School District. If a repayment schedule is requested, it shall be in equal annual installments and shall include interest at the same rate as that earned on the State's Pooled Money Investment Account on the date a repayment schedule is approved by the Board. The repayment amount shall be determined by prorating the Financial Hardship assistance received on the initial Apportionment for the transferred facilities, including site acquisition costs apportioned for any land transferred, by the percentage of building area being transferred divided by the total amount of building area approved on the initial Application containing the transfer of facilities, if all of the following conditions are met:
(a) The transferred facilities were constructed with State funds under Chapter 12.5.
(b) Transfer of the facilities took place within ten years of initial occupancy.
(c) The School District that initially acquired or constructed the transferred facilities had approved Financial Hardship status at the time of Apportionment of the project.
(d) The School District receiving the facility did not have approved Financial Hardship status at either the time of the title transfer or the time that the adjustment request is submitted to the OPSC.

For any project that received funding pursuant to 1859.84, 1859.84.1 or 1859.84.2, the School District is responsible for reporting to OPSC the receipt of any insurance or other government disaster assistance proceeds received after the completion of the Expenditure Audit.

Note: Authority cited: Section 17070.35, Education Code.
Reference: Sections 17070.35, 17070.50, 17071.75, 17072.13, 17072.14, 17072.18, 17072.35, 17074.25, 17075.20, 17076.10, 17077.40, 17078.52 and 17251, Education Code, and Section 1771.3, Labor Code.

STATE OF CALIFORNIA

APPLICATION FOR NATURAL DISASTER ASSISTANCE

SAB 195 (New xx/25)

GENERAL INFORMATION

School Districts are required to use this form to initiate a request for funding pursuant to SFP Regulation Section 1859.84 Natural Disaster Assistance Program, for consideration by the State Allocation Board (SAB). The School District must state specifically the purpose and description of the School District's request. The School District must submit all supporting documentation to the Office of Public School Construction (OPSC). Requests for consideration are processed to the SAB upon receipt by OPSC of all required documentation and upon completion of a thorough analysis by OPSC.

In order to be considered a complete application, the School District must provide all requested information within each section (if applicable). If the narrative space is insufficient, the School District must attach an additional narrative to this request.

For School Districts requesting both interim housing assistance following a natural disaster and other assistance following a natural disaster, separate applications must be submitted for each request per site.

SPECIFIC INSTRUCTIONS

The School District must assign a Project Tracking Number (PTN) to this project. The same PTN is used by OPSC, the Division of the State Architect (DSA) and the California Department of Education (CDE) for all project applications submitted to those agencies to track a particular project through the entire state application review process. If the School District has already assigned a PTN to this project by prior submittal of the plans and specifications to DSA and/or CDE for approval, use that PTN for this application submittal. If no PTN has been assigned for this project, a PTN may be obtained from the OPSC Online site at www.dgs.ca.gov/opsc/opsconline.

1. Type of Application
Check the appropriate box that indicates whether this application is a new or an amended Natural Disaster Assistance request.

Check the appropriate box that indicates the type of grant the School District is requesting for purposes of an Interim Housing or other assistance following a natural disaster request.

If the School District is requesting Interim Housing assistance, indicate the number of portable classrooms that are requested to be leased or purchased by grade level, as well as the number and type of all other ancillary facilities that are requested to be leased or purchased.

If the School District is requesting reimbursement for purchased or leased portables and/or ancillary facilities, indicate whether the portables and/or ancillary facilities existed on the impacted site at the time of the application submittal, and if so, the dates the facilities were placed or removed, as applicable.

If the School District is requesting Interim Housing assistance, indicate the total number of classrooms destroyed or rendered unsafe to occupy by the natural disaster, within the appropriate grade level. Additionally, indicate any ancillary facilities destroyed or rendered unsafe to occupy by the natural disaster.

If the School District is requesting a separate design apportionment, check the appropriate box. This apportionment is available only to School Districts that meet the Financial Hardship criteria in Section 1859.81.

2. SFP Application(s) Submitted for the Impacted Site
Check the appropriate box(es) for any SFP application(s) specific to the impacted site that have been submitted to OPSC and are currently on OPSC's Workload or Applications Received Beyond Bond Authority lists. Provide the applicable application numbers.

If there are no submitted applications, leave this section blank.

3. Prior SFP Apportionment(s) for Impacted Site
Check the appropriate box(es) for any SFP application(s) specific to the impacted site that received SAB approval after the date of the natural disaster. Provide the applicable application number(s) related to the impacted site for any Facility Hardship Program application(s) and New Construction or Modernization application(s) approved by the SAB since the time of the natural disaster for which the Governor declared a state of emergency.

If there were no previous applications for the impacted site approved by the SAB after the date of the natural disaster, leave this section blank.

4. Natural Disaster – State of Emergency Proclamation
The School District must check the appropriate box indicating whether the state of emergency is listed as open at the time of application submittal to OPSC.

Enter the Executive Order number and date that the state of emergency was proclaimed by the Governor, as indicated on the Governor's Office of Emergency Services Open State of Emergency Proclamations webpage.

5. Financial Hardship Request
Check the appropriate box(es) if the School District is requesting Financial Hardship assistance because it is unable to meet its matching share requirement.

- If the application includes a request for Financial Hardship, the School District must comply with the requirements of Section 1859.81.
- If there is Insufficient Bond Authority for the type of application, check the second box and attach a school board resolution pursuant to Section 1859.95.1(b).

6. Local Funding Adjustment Grant
Enter the following:

a. The School District's total assessed valuation, pursuant to Section 1859.70.5(a)(1). The School District must provide a letter from the county auditor-controller that certifies the School District's total assessed valuation.
b. The School District's gross bonding capacity, rounded to the

nearest whole dollar. To calculate this, take the total assessed

valuation and multiply that by 1.25 percent for non-unified School Districts or 2.5 percent for unified School Districts, rounded to two decimal places.
c. The School District's unduplicated pupil percentage as determined for purposes of the local control funding formula pursuant to Education Code Section 42238.02, rounded to two decimal places.
d. The School District's pupil enrollment, pursuant to Section 1859.70.5(a)(3) based on the latest California Basic Educational Data System (CBEDS) that is available approximately October 15 of each year. Applications filed on or after November 1 must include the current school year enrollment.
e. Check Yes or No to indicate whether the project includes the use of a Project Labor Agreement for this application. If the School District indicates it intends to have a Project Labor Agreement, but does not yet, it will be audited for compliance and the funding will be adjusted accordingly if it does not have a Project Labor Agreement.

7. Division of the State Architect Plan Approval
The School District must submit any plans and specifications (P&S) for the project that were approved by DSA, and must indicate the approval date in this section. If approval has not been obtained, the School District must indicate in the applicable narrative section if the P&S have an exception for demolition, site work, and/or specific construction delivery methods, or if the School District is still in the process of obtaining DSA approval.

If this application shares DSA approved P&S with one or more SFP applications, the School District must provide the following:

- A clear delineation of project scope that identifies all related hybrid applications and the project scope attributable to each, and
- A proration of project costs and an explanation of the proration methodology, and
- A certification that funds for one hybrid application will be used exclusively for that hybrid application, and
- An acknowledgement that expenditures must be tracked and reported separately according to the cost proration, unless the expenditure is only attributable to a specific project.

8. Interim Housing Assistance Narrative
For purposes of requests for assistance to lease and/or purchase portable classroom(s) and/or ancillary facilities as a result of a natural disaster for which the Governor has declared a state of emergency, the School District must provide documentation pursuant to SFP Regulation Section 1859.84.1 demonstrating that actual costs associated with the procurement of interim housing and/or ancillary facilities have not been covered by insurance proceeds or any other local, state, or federal government disaster assistance.

Include the following in the description:

1. The background and circumstances which prompted the School District's request.
2. Information relevant to the issues of the request, such as the number of classrooms that were destroyed or rendered unsafe to occupy, the applicable grade levels associated with the classrooms, the anticipated duration of the lease if the School District is requesting assistance to lease facilities, and if the request includes the design, placement, site development, or equipment costs associated with the leased or purchased facilities.
3. The sequence of events and circumstances pertinent to the issues.
4. A statement explaining why the SAB should grant the School District's request based on law, regulation, or another basis.

In addition to the narrative, the School District should provide the following documentation:

1. Documentation which includes actual costs of the facilities, including but not limited to, invoices, lease agreements, or purchase agreements.
2. Documentation, such as invoices or contracts, which includes, but is not limited to, any work associated with placing the facilities on a site.
3. In lieu of actual costs, School Districts may provide bid proposals, quotes, or other documentation that supports the amount of funding requested.

9. Other Assistance Following a Natural Disaster Narrative
For purposes of requesting other natural disaster assistance, the School District must provide the following in addition to the Form SAB 195:

1. The background and circumstances which prompted the School District's request.
2. Information relevant to the request that demonstrates funding from insurance proceeds, local, State, and Federal government disaster assistance is insufficient to rehabilitate or reconstruct school facilities that existed at the time of the natural disaster.
3. A statement explaining why the SAB should grant the School District's request based on law, regulation, or another basis.
4. Justification if the project seeks natural disaster assistance funding in lieu of an Approved Application pursuant to Section 1859.82.1, or
5. Justification if the project seeks any other natural disaster assistance funding in lieu of an Approved Application pursuant to SFP regulation Section 1859.70.
6. California Department of Education Plan Approval(s) (as applicable).
7. DSA Plan Approval(s) (as applicable).

10. Certification
The School District representative must complete this section. For additional information regarding School District certifications, refer to the SFP handbook located on the OPSC web site at www.dgs.ca.gov/opsc.

ATTACHMENTS
Attach substantiating documentation as necessary to support the School District's request. All supporting documentation must be received by the OPSC prior to presentation to the SAB.

STATE OF CALIFORNIA
APPLICATION FOR NATURAL DISASTER ASSISTANCE

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

SCHOOL DISTRICT		APPLICATION NUMBER
SCHOOL NAME		PROJECT TRACKING NUMBER
COUNTY	DISTRICT REPRESENTATIVE'S E-MAIL ADDRESS	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)

1. Type of Application – Check Only One

Is this application New or Amended?

- ☐ New
- ☐ Amended

☐ Interim housing (portable classrooms)

- ☐ Leasing (number of classrooms being requested for each grade level):

  K–6: _____
  7–8: _____
  9–12: _____
  Non-Severe: _____
  Severe: _____

- ☐ Purchasing (number of classrooms being requested for each grade level):

  K–6: _____
  7–8: _____
  9–12: _____
  Non-Severe: _____
  Severe: _____

☐ Interim Housing (ancillary facilities):

- ☐ Leasing
  - ☐ Restroom(s)
  - ☐ Kitchen
  - ☐ Administrative Space
  - ☐ Minimum Essential Facilities (list the type): _____
  - ☐ Other: _____

- ☐ Purchasing
  - ☐ Restroom(s)
  - ☐ Kitchen
  - ☐ Administrative Space
  - ☐ Minimum Essential Facilities (list the type): _____
  - ☐ Other: _____

Do these portable classrooms exist on site at the time of application submittal? ☐ Yes ☐ No

Date(s) portable classrooms were placed/purchased (if applicable): _____
Date(s) portables were removed (if applicable): _____

Do these ancillary facilities exist on site at the time of application submittal? ☐ Yes ☐ No

Date(s) ancillary facilities were placed/purchased (if applicable): _____
Date(s) ancillary facilities were removed (if applicable): _____

Indicate the grade level of classrooms on the impacted site that are identified as destroyed or rendered unsafe to occupy below:

K–6: _____
7–8: _____
9–12: _____
Non-Severe: _____
Severe: _____

Indicate the type of ancillary facilities that are identified as destroyed or rendered unsafe to occupy below:

- ☐ Restroom(s)
- ☐ Kitchen
- ☐ Administrative Space
- ☐ Minimum Essential Facilities (list the type): _____
- ☐ Other: _____

☐ Other assistance following a natural disaster pursuant to Section 1859.84.2 (specify) _____

☐ Design Only—Other Assistance Following a Natural Disaster

2. Application(s) Submitted for Impacted Site

☐ Facility Hardship application(s): _____
☐ New Construction application(s): _____
☐ Modernization application(s): _____
☐ Other: _____

3. Prior SFP Apportionment(s) for Impacted Site:

Facility Hardship Replacement (Design/Full Grant): 51/ _____
Facility Hardship Rehabilitation (Design/Full Grant): 58/ _____
New Construction (Design/Full Grant): 50/ _____
Modernization (Design/Full Grant): 57/_____

4. Natural Disaster - State of Emergency Proclamation

a. Is this an open state of emergency at the time of application submittal? ☐ Yes ☐ No
b. Executive order number: _____
c. Proclamation date: _____

5. Type of Financial Hardship Request

☐ Submittal pending OPSC approval pursuant to Section 1859.81(h)
☐ Submittal with school board resolution, pursuant to Section 1859.95.1 (Insufficient Bond Authority)

6. Local Funding Adjustment Grant

Complete the following:

a. Assessed valuation: _____
b. School District's gross bonding capacity, (rounded to the nearest whole dollar): _____
c. School District's unduplicated pupil percentage, rounded to two decimal places: _____
d. School District's enrollment: _____
e. Does this project include the use of a Project Labor Agreement? ☐ Yes ☐ No

7. DSA Plan Approval

Does the School District have DSA approval for any portion of the P&S requiring review and approval? ☐ Yes ☐ No
If so, enter the DSA approval date: _____
Does this application share plans and specifications with at least one additional SFP application? ☐ Yes ☐ No
If so, provide the following in conjunction with narrative in Sections 8 or 9:

a. A clear delineation of project scope that identifies all related hybrid applications and the project scope attributable to each
b. A proration of project costs and an explanation of the proration methodology, and
c. A certification that funds for one hybrid application will be used exclusively for that hybrid application, and
d. An acknowledgement that expenditures must be tracked and reported separately according to the cost proration, unless the expenditure is only attributable to a specific project.

STATE OF CALIFORNIA
APPLICATION FOR NATURAL DISASTER ASSISTANCE

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

8. Narrative Requesting Interim Housing Assistance Following a Natural Disaster:

STATE OF CALIFORNIA
APPLICATION FOR NATURAL DISASTER ASSISTANCE

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 195 (New xx/25)

9. Narrative Requesting Other Assistance Following a Natural Disaster:

10. Certification

I certify, as the School District Representative, that the information reported on this form is true and correct and that:

• I am an authorized representative of the School District as authorized by the governing board of the School District; and,

• A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., of the Education Code was adopted by the school School District's governing board or the designee of the Superintendent of Public Instruction on, _____; and,

• The School District has established a "Restricted Maintenance Account" for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Section 17070.75 and 17070.77 (refer to Sections 1859.100 through 1859.102); and,

• The School District has considered the feasibility of the joint use of land and facilities with other governmental agencies in order to minimize school facility costs; and,

• All contracts entered on or after November 4, 1998 for the service of any architect structural engineer or other design professional for any work under the project have been obtained pursuant to a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4525) of Division 5, of Title 1, of the Government Code; and,

• If this request is for new construction funding, the School District has received approval of the site and the plans from the CDE. Plan approval is not required if request is for separate design apportionment; and,

• The School District has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,

• This School District has or will comply with Education Code Section 17076.11 regarding at least a 3 percent expenditure goal for disabled veteran business enterprises; and,

• The School District matching funds required pursuant to Sections 1859.77.1 or 1859.79 have either been expended by the School District, deposited in the County School Facility Fund or will be expended by the School District prior to the notice of completion for the project; and,

• The School District has received the necessary approval of the plans and specifications from the Division of the State Architect unless the request is for a separate site and/or design apportionment; and,

• If the School District is requesting site acquisition funds as part of this application, the School District has complied with Sections 1859.74 through 1859.75.1 as appropriate; and,

• With the exception of an apportionment made pursuant to Section 1859.75.1, the School District understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105); and,

• If the apportionment for this project was made pursuant to Section 1859.75.1, the School District understands that the lack of substantial progress toward increasing the pupil capacity or renovation of its facilities within 12 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105.1); and,

• The School District understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (refer to Section 1859.90); and,

• The statements set forth in this application and supporting documents are true and correct to the best of my knowledge and belief; and,

• All school facilities purchased or newly constructed under the project for use by pupils who are individuals with exceptional needs, as defined in Education Code Section 56026, shall be designed and located on the school site so as to maximize interaction between those individuals with exceptional needs and other pupils as appropriate to the needs of both; and,

• This form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict must exist, the language in the OPSC form will prevail; and,

• The School District understands that some or all of the State funding for the project must be returned to the State as a result of an audit pursuant to Sections 1859.105, 1859.105.1, 1859.106; and,

• The School District has complied with the provisions of Sections 1859.76 and 1859.79.2 and that the portion of the project funded by the State does not contain work specifically prohibited in those Sections; and,

• If the SFP grants will be used for the construction or modernization of school facilities on leased land, the School District has entered into a lease agreement for the leased property that meets the requirements of Section 1859.22; and,

• If the School District requested additional funding for fire code requirements pursuant to Sections 1859.71.2 or 1859.78.4, the School District will include the automatic fire detection/alarm system and/or automatic sprinkler system in the project prior to completion of the project; and,

• The School District has consulted with the career technical advisory committee established pursuant to Education Code Section 8070 and the need for vocational and career technical facilities is being adequately met in accordance with Education Code Sections 51224, 51225.3(b), and 51228(b), and 52336.1; and,

• If this application is submitted after January 1, 2004 for modernization funding, the School District has considered the potential for the presence of lead-containing materials in the modernization project and will follow all relevant federal, state, and local standards for the management of any identified lead; and,

• The School District is in compliance with current Labor Code requirements for prevailing wage monitoring and enforcement; and,

• Beginning with the 2005/2006 fiscal year, the School District has complied with Education Code Section 17070.75(e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,

• The School District has considered the feasibility of using designs and materials for the new construction or modernization project that promote the efficient use of energy and water, maximum use of natural light and indoor air quality, the use of recycled materials and materials that emit a minimum of toxic substances, the use of acoustics conducive to teaching and learning, and the other characteristics of high performance schools; and,

• If this application is submitted when there is Insufficient Bond Authority, the School District has adopted a school board resolution pursuant to Section 1859.95.1; and,

• The School District will comply with all laws pertaining to the construction or modernization of its school building.

• If the School District marked the box for 'Yes' in Section 6. of this application that it has or will include a project labor agreement, the use of a project labor agreement will be verified as part of the audit required in EC Section 41024. If it is determined that a project labor agreement was not used, the additional Local Share Adjustment Grant funding provided as a result of the points assigned to the project to determine the matching share percentage will be required to be returned, with interest (based on the interest rate earned in Pooled Money Investment Account at the time of fund release) until funds are returned.

• The School District understands that any funding received from insurance proceeds or government disaster assistance after the Apportionment must be reported to OPSC in an annual narrative from the date of the Apportionment until all claims for insurance proceeds and requests for government disaster assistance are closed. The School District understands that any apportionment provided shall be adjusted for funding received from insurance proceeds or government disaster assistance, in accordance with the following:

- An apportionment from New Construction bond authority pursuant to either Section 1859.84.1 or Section 1859.84.2 shall be reduced by 50 percent of the insurance proceeds or government disaster assistance for Interim Housing, or a commensurate amount adjusted for the local matching share pursuant to Section 1859.77.1.
- An apportionment from Modernization bond authority pursuant to Section 1859.84.2 shall be reduced by 60 percent of the insurance proceeds or government disaster assistance for the same purpose or scope of work funded by the Apportionment, or a commensurate amount adjusted for the local matching share pursuant to Section 1859.79.

SIGNATURE OF AUTHORIZED SCHOOL DISTRICT REPRESENTATIVE	DATE

APPLICATION FOR NATURAL DISASTER ASSISTANCE CHECKLIST

SCHOOL DISTRICT		APPLICATION NUMBER
SCHOOL NAME		PROJECT TRACKING NUMBER
COUNTY	DISTRICT REPRESENTATIVE'S E-MAIL ADDRESS	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)

* Enter the Application Number that has been assigned to this project by OPSC. Leave blank if this is the first request related to this project.

GENERAL INSTRUCTIONS

The following checklist is designed to guide districts through the process of requesting interim housing and/or other assistance following a natural disaster on the *Application for Natural Disaster Assistance* (Form SAB 195), and provide direction on what is typically required in a complete submittal. School districts are encouraged to use this checklist to request approval by the State Allocation Board (SAB) for applications requesting interim housing and/or other assistance following a natural disaster.

Include all supporting documentation with your submittal to OPSC. Requests for SAB consideration are a top priority and are processed to the SAB upon receipt by OPSC of all required documentation and upon completion of a thorough analysis by OPSC.

Interim Housing Assistance Following a Natural Disaster Requests

- ☐ Section 1 –
  - ☐ Check whether the application is a "New" application, requesting a separate design apportionment, or an "Amended" application.
  - ☐ Check the applicable box on the Form SAB 195 to indicate whether the district is seeking to lease or purchase portable classroom(s) and/or ancillary facilities, or if the district is requesting other assistance following a natural disaster.
  - ☐ If the district is requesting interim housing assistance, the district must indicate whether the portable classrooms or ancillary facilities that the district is requesting assistance for exist on the site at the time of application submittal.
  - ☐ If the district is requesting interim housing assistance, the district must indicate the grade level of classrooms on the impacted site that are identified as destroyed or rendered unsafe to occupy in addition to any ancillary facilities identified as unsafe to occupy.
  - ☐ Check the box if the district is requesting other assistance following a natural disaster and is seeking a separate design apportionment.
- ☐ Section 2 – Check the applicable boxes and provide application numbers for any applications related to the impacted site that are currently on the OPSC workload or Applications Received Beyond Bond Authority lists.
- ☐ Section 3 – Enter any prior School Facility Program (SFP) applications specific to the impacted site for which the district received SAB approval since the time of the natural disaster.
- ☐ Section 4 – Enter information related to the state of emergency the Governor has declared for the natural disaster for which the district is requesting interim housing assistance.
- ☐ Section 5 – Check the applicable box to indicate if the district is requesting financial hardship assistance.
- ☐ Section 6 – Enter this information to determine the local funding adjustment grant and calculate the district's matching share requirement.
- ☐ Section 7 – Enter applicable information for Division of the State Architect (DSA) Approval(s) related to the project.
- ☐ Section 8 – See the "Supporting Documentation" component of this checklist for detailed requirements.

Other Assistance Following a Natural Disaster Requests

- ☐ Section 1 - Check the applicable box on the Form SAB 195 to indicate that the district is requesting other assistance pursuant to Section 1859.84.2.
- ☐ Section 2 – Check the applicable boxes and provide application numbers for any applications related to the impacted site that are currently on the OPSC workload or Applications Received Beyond Bond Authority lists.
- ☐ Section 3 – Enter any prior School Facility Program (SFP) applications specific to the impacted site for which the district received SAB approval since the time of the natural disaster.
- ☐ Section 4 – Enter information related to the state of emergency the Governor has declared for the natural disaster for which the

district is requesting other assistance.

- ☐ Section 5 – Check the applicable box to indicate if the district is requesting financial hardship assistance.
- ☐ Section 6 – Enter this information to determine the local funding adjustment grant and calculate the district's matching share requirement.
- ☐ Section 7 – Enter applicable information for DSA Approval(s) related to the project.
- ☐ Section 8 – See the "Supporting Documentation" component of this checklist for detailed requirements.

Section 7

Indicate whether there are any DSA plan approvals associated with the district's plans and specifications for the project. If so, enter the DSA Approval date and submit a copy of the relevant DSA approvals alongside the application for Interim Housing or Natural Disaster Assistance Request. If DSA plan approval(s) are pending review, or if the district has an exemption, please indicate so within the applicable narrative.

Section 8 (Interim Housing) and Section 9 (Natural Disaster Assistance) Narratives

Include a chronological narrative of circumstances and any other information relevant to the district's request.

SUPPORTING DOCUMENTATION

Interim Housing Assistance Following a Natural Disaster Narrative

Although unique circumstances may affect what documentation is sufficient to support an interim housing request, typically required information and documentation is listed below for your reference. For any unavailable documentation, please add a brief explanation as to why the documentation does not apply. Other substantiating documentation may be attached as necessary to support the district's request.

Have affected facilities been vacated? ☐ **Yes** ☐ **No**

If Yes, describe how students are currently being housed:

☐ **Insurance Proceeds**

Is the district eligible for insurance compensation related to the conditions at the site? ☐ **Yes** ☐ **No**
If Yes, indicate estimated amount the district may receive, or has received: _____

When possible, include a copy of the insurance policy. If the district has not received insurance proceeds that are attributable to costs of interim housing, the district must provide an estimate of insurance proceeds or any other government disaster assistance the school district may receive for interim housing expenses, a narrative indicating the necessity for interim housing assistance prior to the receipt of insurance proceeds or any other government disaster assistance for this purpose, and acknowledgement of the reporting requirement and potential of a future amendment to any Apportionment pursuant to SFP Regulation Section 1859.84.1(d).

☐ **Actual Costs or Detailed Cost Estimate to Lease/Purchase Portables**

This documentation should include the actual costs of the portable classroom(s) and/or ancillary facilities, including but not limited to invoices or lease agreements. If actual costs are not available, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request. This documentation, if possible, should include, but is not limited to any work associated with placing the portable classrooms and/or ancillary facilities on site.

Other Assistance Following a Natural Disaster Narrative

The narrative is intended to explain the natural disaster for which the Governor has declared a state of emergency, as well as provide substantive documentation and information to justify the district's request. Although unique circumstances may affect what documentation is sufficient to support these requests, typically required information and documentation is listed below for your reference. For any

unavailable documentation, please add a brief explanation as to why the documentation does not apply. Other substantiating documentation may be attached as necessary to support the district's request.

Have affected facilities been vacated? ☐ **Yes** ☐ **No**

If Yes, describe how students are currently being housed:

Estimated project cost (100%): $_____

☐ **Insurance Proceeds**

Is the district eligible for insurance compensation related to the conditions at the site? ☐ **Yes** ☐ **No**
If Yes, indicate the actual amount or estimated amount the district may receive or has received: _____

Include a copy of the insurance policy. The district should include the background and circumstances that prompted the district's request for funding, inclusive of the following:

- The background and circumstances that prompted the district's request
- Information relevant to the request that demonstrates funding from insurance proceeds and local, state and federal government disaster assistance is insufficient to rehabilitate or reconstruct school facilities at the time of the natural disaster.

If the district has not received insurance proceeds that are attributable to costs for the rehabilitation or reconstruction of the site, the district must provide an estimate of insurance proceeds or any other government disaster assistance the school district may receive for expenses related to the project. Additionally, acknowledgement of the reporting requirement and potential of a future amendment to any Apportionment pursuant to SFP Regulation Section 1859.84.2(f).

☐ **Previous Applications (Submitted/Apportioned)**

If the district indicated any applications under Sections 2 or 3, the district must elaborate in the narrative if they were ineligible for Facility Hardship or New Construction/Modernization funding. If the district seeks any other assistance under SFP Regulation Section 1859.84.2, it must provide a statement why the SAB should grant the district's request, detail the impacts if the SAB does not grant the district's request, including justification if the district seeks any other assistance funding in lieu of an application pursuant to Section 1859.82.1 or 1859.70.

☐ **Actual Costs**

This documentation should include the actual costs of the associated project, including but not limited to invoices. If actual costs are not available, districts may provide bid proposals, quotes, or other documentation that supports the amount of the funding request.

SIGNATURE OF DISTRICT REPRESENTATIVE	DATE

STATE OF CALIFORNIA
GRANT AGREEMENT [INTERIM HOUSING ASSISTANCE FOLLOWING A NATURAL DISASTER]
SCHOOL FACILITY PROGRAM
(New xx/25)

Office of Public School Construction Application Number: _____

GENERAL INFORMATION

Grantee Name: _____

School Name: _____

Grant Amount: _____ of which _____ is Financial Hardship Assistance.

Authority: _____ [relevant Bond Act(s)]

SFP Program Funding Source: _____
(e.g., New Construction, Modernization)

Future Priority Funding Rounds: _____
(first priority funding window, second priority funding window)

PROJECT DESCRIPTION

Type of Work: _____ (e.g., New Construction, Modernization Facility Hardship rehabilitation work funded with New Construction grants, Facility Hardship replacement work funded with Modernization grants, etc.)

Financial Hardship Approval Date: _____

Financial Hardship Status is valid until: _____ (date)

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Application for Natural Disaster Assistance (Form SAB 195), executed by the District Representative on XXXXX.
- Plan Approval letter from the California Department of Education dated XXXXX
- Division of the State Architect Approval letter(s) dated XXXXX for DSA Application Number(s) YYYY.
- Financial Hardship Approval Letter from the Office of Public School Construction dated XXXXX.
- Bridge Financing Approval Letter from the Office of Public School Construction dated XXXXX.

A copy of the documentation listed here is available as part of the project file maintained by OPSC and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 2, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

GRANT DESCRIPTION

The Grant funds are awarded generally for purpose of the lease or the purchase of portable classrooms and/or ancillary facilities for school districts impacted by a natural disaster for which the Governor has declared a state of emergency.

_____

_____.

Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of OPSC.

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Change of Scope” means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

“Expenditure Report” means the Form SAB 50-06 Expenditure Report and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify

information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

“Financial Hardship” means State funding for all or a portion of the Grantee’s matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

“Form SAB 195” means the *Application for Natural Disaster Assistance* (Form SAB 195) (New xx/25), which is incorporated by reference.

“Fund Release Application” means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

“Grantee Representative” means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

“Interim Housing” means the rental or lease of Classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities; or the lease or purchase of Classrooms or ancillary facilities including but not limited to, restrooms, administrative space, or minimum essential facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“Savings” means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee’s efficient and prudent expenditure of Grants.

“School District” shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

“School Facility Program (SFP)” means the programs implemented under the Act.

“State” means the State of California.

“Unfunded List (Lack of AB 55 Loans)” means an information list of unfunded projects that was created due to the state’s inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.
(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the State Allocation Board approves the Project for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Form SAB 195.

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) $ _____in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
   Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70;)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

   i. The Form SAB 195 was accepted on _____ (date) and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.

   ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Form SAB 195 for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.

   iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.

iv. Upon receipt of the final amendments to the Form SAB 195, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.90, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 50-04 certifications)

1. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:

i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least $1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.

ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).

iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.

iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature
All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable. X _____ Date

(Authority: Form SAB 50-04 certifications)

D. Receiving and General Usage of Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about, provided this Agreement has been fully executed and the State Allocation Board provides its approval, at the _____ (Month, Year Board date) meeting.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

E. Program Reporting Requirements

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than _____ (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered along with a copy of the encumbrance documents and a copy of the plan approval letter from the Division of State Architect.
- No later than _____ the Grantee will submit an annual project status report until project completion.
- In perpetuity, the Grantee will report any insurance and other government disaster proceeds received for the same scope of work as this project.

F. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail. All financial accounts, documents and records for the project must be retained until an audit by the Office of Public School Construction has been conducted and completed.
Financial accounts, documents, and records may be retained electronically.

If the school district submitted a web-based five-year facilities master plan, the website and all links must remain accessible until the State Controller's Office has certified the audit for the project.

G. Repayment of Grant Funds

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

H. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

I. Compliance with Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The Grantee is notified that compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the 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). Failure to comply may result in the termination of contracts or grants, as applicable.

J. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

K. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

L. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

M. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT)	PHONE NUMBER
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE
NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

STATE OF CALIFORNIA
GRANT AGREEMENT [OTHER ASSISTANCE FOLLOWING A NATURAL DISASTER]
SCHOOL FACILITY PROGRAM
(New xx/25)

Office of Public School Construction Application Number: _____

GENERAL INFORMATION

Grantee Name: _____

School Name: _____

Grant Amount: _____ of which _____ is Financial Hardship Assistance.

Authority: _____ [relevant Bond Act(s)]

SFP Program Funding Source: _____
(e.g., New Construction, Modernization)

Future Priority Funding Rounds: _____
(first priority funding window, second priority funding window)

PROJECT DESCRIPTION

Type of Work: _____ (e.g., New Construction, Modernization Facility Hardship rehabilitation work funded with New Construction grants, Facility Hardship replacement work funded with Modernization grants, etc.)

Financial Hardship Approval Date: _____

Financial Hardship Status is valid until: _____ (date)

This project scope and resulting funding determination relied on the following documentation and state agency approvals:

- The Application for Natural Disaster Assistance Funding (Form SAB 195)
- The Funding Application (Form SAB 50-04), executed by the District Representative on XXXXX.
- Plan Approval letter from the California Department of Education dated XXXXX
- Division of the State Architect Approval letter(s) dated XXXXX for DSA Application Number(s) YYYY.
- Financial Hardship Approval Letter from the Office of Public School Construction dated XXXXX.
- Bridge Financing Approval Letter from the Office of Public School Construction dated XXXXX.

A copy of the documentation listed here is available as part of the project file maintained by OPSC and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 2, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

GRANT DESCRIPTION

The Grant funds are awarded generally for purpose of

_____

_____.

Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of OPSC.

TERMS AND CONDITIONS OF GRANT

A. Definitions

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Change of Scope” means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

“Expenditure Report” means the Form SAB 50-06 Expenditure Report and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

“Financial Hardship” means State funding for all or a portion of the Grantee’s matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

“Form SAB 195” means the *Application for Natural Disaster Assistance* (Form SAB 195) (New xx/25), which is incorporated by reference. “Fund Release Application” means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

“Funding Application” means the Form SAB 50-04, Application for Funding, or the Form SAB 50- 09, Application for Charter School Preliminary Apportionment, or the Form SAB 50-10, Application for Career Technical Education Facilities Funding, and all required supplementary documentation pursuant to the Act and California Code of Regulations, Title 2, Regulation Sections 1859.70, 1859.161 or 1859.191, as applicable.

“Fund Release Application” means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

“Grantee Representative” means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

“Interim Housing” means the rental or lease of Classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities; or the lease or purchase of Classrooms or ancillary facilities including but not limited to, restrooms, administrative space, or minimum essential facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

“Modernization” means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 6 (commencing with Section 17073.10) and 7 (commencing with Section 17074.10).

“New Construction” means projects that are eligible for Grants based on Education Code Title 1, Division 1, Part 10, Chapter 12.5, Articles 3 (commencing with Section 17071.75), 4 (commencing with Section 17072.10), and 5 (commencing with Section 17072.20).

"Project" means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“Savings” means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee’s efficient and prudent expenditure of Grants.

“School District” shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

"School Facility Program (SFP)" means the programs implemented under the Act.

"State" means the State of California.

"Unfunded List (Lack of AB 55 Loans)" means an information list of unfunded projects that was created due to the state's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

(Authority: SFP Regulation 1859.2)

B. Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the State Allocation Board approves the Project for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Form SAB 195.

C. Project Execution

1. The Board hereby awards to the Grantee a sum of money (Grants) $ _____in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
   Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70;)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

   i. The Form SAB 195 was accepted on _____ (date) and deemed to meet the definition of an Approved Application. The Grantee was provided written notification of any deficiencies and given 24 hours to remedy the identified deficiency(s) in order to retain the date upon which it was received.

   ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Form SAB 195 for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was

provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.

iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.

iv. Upon receipt of the final amendments to the Form SAB 195, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.90, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 50-04 certifications)

1. Grantee certifies that the Project complies with all labor and public contract laws, as applicable, including, but not limited to:

i. Public Contract Code Section 20111.6, as added by Chapter 808, Statutes of 2012 (Assembly Bill 1565), which became effective on September 30, 2012. Beginning January 1, 2014 through December 31, 2018, new contracting requirements are effective for school districts with an average daily attendance of 2,500 or more for construction projects with estimated expenditures of at least $1,000,000 that will be funded through the SFP or any future state school bonds. These new Public Contract Code requirements require a standardized prequalification questionnaire and financial statement to be verified under oath from all bidders.

ii. Labor Code Section 1773.3, as amended by Senate Bill 854, Chapter 28, Statutes of 2014, which requires school districts that have School Facility Program projects with an initial public works contract awarded on or after January 1, 2012, to notify the Department of Industrial Relations (DIR). The DIR must provide prevailing wage monitoring services for all such projects, except in the cases of: (1) the district operates a DIR-approved internal wage monitoring program; or (2) the district has entered into a collective bargaining agreement that includes the requirements specified in Labor Code section 1771.4(b)(2).

iii. Chapter 378, Statutes of 2011 (Assembly Bill 436), which required the Department of Industrial Relations to monitor and enforce prevailing wage requirements for every State bond funded project, including School Facility Program projects, pursuant to Labor Code Section 1771.7 for projects in which the initial public works construction contract was awarded before January 1, 2012. The Project must have also been apportioned from

either Proposition 47 or 55 and the construction phase of the Project commenced on or after April 1, 2003.

iv. Chapter 868 Statutes of 2002 (Assembly Bill 1506), which made projects funded from either Proposition 47 (2002) or Proposition 55 (2004) with a notice to proceed date on or after April 1, 2003 subject to Labor Compliance Program requirements as outlined in Labor Code Section 1771.5.

Project Execution Signature
All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable.
X _____ Date

(Authority: Form SAB 50-04 certifications)

D. Receiving and General Usage of Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about, provided this Agreement has been fully executed and the State Allocation Board provides its approval, at the _____ (Month, Year Board date) meeting.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. A maximum of 5% of the total funds may be used for Grantee's administrative and/or overhead costs associated with the Grant. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

E. Program Reporting Requirements

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than _____ (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered along with a copy of the encumbrance documents and a copy of the plan approval letter from the Division of State Architect.
- No later than _____ the Grantee will submit a project status report.

- No later than _____ the Grantee will submit a final Expenditure Report and a narrative summary of the project outcome.
    - Report format is at the discretion of the Grantee; however, reports should be detailed enough to clearly demonstrate progress and that expenditures are connected to the project.
    - Submitted reports shall include a cover letter from the Grantee with a signed statement that the information submitted is true and accurate.
- In perpetuity, the Grantee will report any insurance and other government disaster proceeds received for the same scope of work as this project.

F. Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail. All financial accounts, documents and records for the project must be retained until an audit by the Office of Public School Construction has been conducted and completed.

Financial accounts, documents, and records may be retained electronically.

G. Repayment of Grant Funds

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

H. Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

I. Compliance with Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The Grantee is notified that compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the 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). Failure to comply may result in the termination of contracts or grants, as applicable.

J. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

K. Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

L. Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

M. Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT)	PHONE NUMBER
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE
NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

Alberto M. Carvalho
Superintendent

Los Angeles Unified School District
Legislative Affairs & Government Relations

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Sacramento, CA 95814
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Board of Education
Scott M. Schmerelson, President
Dr. Rocío Rivas, Vice President
Sherlett Hendy Newbill
Nick Melvoin
Karla Griego
Kelly Gonez
Tanya Ortiz Franklin

August 8, 2025

Rebecca Kirk, Executive Director
Office of Public School Construction
Department of General Services
707 Third St
West Sacramento, CA 95605

Re: Proposition 2 Implementation Stakeholder Meeting #14

Dear Ms. Kirk,

On behalf of the Los Angeles Unified School District (Los Angeles Unified), we appreciate OPSC's Proposition 2 stakeholder engagement and welcome the opportunity to provide input on the proposed amendments to the Schol Facility Program in response to Proposition 2.

The comments and recommendations provided below correspond to the topics raised and materials provided for the July 24, 2025, Implementation Stakeholder Meeting #14.

Interim Housing/Natural Disaster

Stakeholder Feedback #4 – Los Angeles Unified requests OPSC provide an example of how a proposed apportionment that had insurance proceeds and/or other adjustments would be calculated under *Proposed 2 CCR Section 1859.84.2(d).*

Proposed 2 CCR Section 1859.48.1(c) - OPSC states Interim Housing Assistance may not be requested in place of (1) An Approved Application pursuant to Section 1859.70 [or] (2) An Approved Application pursuant to Section 1859.82.1. These sections refer to New Construction and Modernization and Facility Hardship, respectively. Los Angeles Unified requests clarification on the intended purpose of this proposed regulation.

Proposed 2 CCR Section 1859.93 and 1859.93.1 – Los Angeles Unified is requesting clarification on the reasoning used for determining the order in which Interim Housing Assistance and Natural Disaster Assistance would be funded. Specifically, under proposed 2 CCR Section 1859.93, the reasoning for funding Form SAB 195 pursuant to 1859.84.1 over Facility Hardship applications.

Proposed Form SAB 195

- *Section 3 - Prior Apportionment(s) for Impacted Site* (p. 31) - Applicants are instructed to check the appropriate boxes, however on page 4 of Form SAB 195 (p. 34) there are no checkboxes. Los Angeles Unified suggests a revision be made to either section for clarity.

- *Section 8 - Interim Housing Assistance Narrative* (p. 32) – This section suggests that a district would be eligible for Interim Housing Assistance under *SFP Section 1859.84.1* only if none of the costs were covered by insurance or any other government disaster assistance. Los Angeles Unified requests clarification on the outcome of a scenario where insurance and/or other government assistance costs are available but insufficiently cover costs. Additionally, Los Angeles Unified suggests that this section include language about what information the narrative should include if the status of receipt of any insurance and/or other government assistance is unknown at the time of requesting assistance. This language could be similar to what is stated in the Insurance Proceeds section of the Natural Disaster Checklist (p. 40) allowing a school district to provide an estimate of the insurance proceeds or any other government disaster assistance.

- *Section 10 – Certification* (p. 37) – Bullet point 10 requires in part, certification of the receipt of the necessary approvals from the Division of the State Architect (DSA). Los Angeles Unified suggests this point be revised to allow flexibility for circumstances where DSA approval is pending.

- *Natural Disaster Assistance Checklist* (pp. 39 - 41) – Los Angeles Unified recommends integrating the checklist into Form SAB 195 instructions so that the guidance and instructions are officially part of an approved form.

Proposed Grant Agreement(s) (pp. 43 & 51) –The bold section (“Grant funds are to be used in accordance…”) states that changes to the scope of work must be approved by OPSC. This contradicts the language of current grant agreements and the preceding section (“The Grantee shall not make any change to the Project…”) that states a change in the scope must be approved by the State Allocation Board. Los Angeles Unified requests clarification on this proposed change.

Mandatory OPSC Online Usage

Modernization Baseline Adjustment Ledgers - Los Angeles Unified recommends OPSC explore adding functionality to provide images of all Forms SAB 50-03 that are either approved by the SAB or pending action viewable or downloadable through OPSC Online. This suggestion stems from

difficulties in reconciling OPSC's eligibility ledgers (like the Modernization Baseline Adjustment ledger) through OPSC Online.

Implementation of Receipt Confirmation System – Should OPSC require all "formal correspondence" including day letter responses, be submitted via OPSC Online, Los Angeles Unified strongly advocates for OPSC to implement a receipt confirmation system that verifies timely submissions. OPSC Online, as it currently functions, does not provide confirmation of Day Letter Response submissions which prevents districts from being able to confirm or verify that their submission was recorded in a timely manner.

Upload Processes – Los Angeles Unified recommends OPSC add a dedicated "Day Letter Section" on the application page that allows districts to upload an entire day letter response packet as a single submission. This section would allow certification of a submission and generate a confirmation receipt. OPSC staff could then distribute the day letter response documents to different OPSC Online sections internally. Additionally, as currently structured, signatories would need to certify FORM SAB 50-04s and 50-03s in separate sections of OPSC Online without a mechanism to bundle the forms, supporting documentation, and other correspondence together under one day-letter response. To aid in organization, establishing a dedicated 'Day Letter Section' to manage all related functions is recommended.

Site Listings – Los Angeles Unified has noted instances of duplicate or confusing listings and requests OPSC review site listings in OPSC online and eliminate redundant and/or incorrect entries. For example, South Gate Junior High (HSAA: 16 Southgate) has three site listings: South Gate Junior High (CDS 6058309), South Gate Junior High (CDS 9702017), and South Gate Middle (CDS 9706219). In this example, three site listings for South Gate Junior High may lead Districts to mistakenly create 50-03s and 50-04s for an inactive site. Additionally, Districts might select the wrong site from the three options and retrieve inaccurate baseline eligibility information. Before mandating the use of OPSC Online, Los Angeles Unified recommends OPSC consolidate site listings under a single and consistent site name or alternatively, include the CDS Code in site listings and allow site searches by CDS code.

Los Angeles Unified would like to thank OPSC in advance for the upcoming OPSC Online User Guide and would like to request to be included in testing the draft guide prior to official release.

Thank you for the opportunity to provide feedback on this item.

Sincerely,



Sasha Horwitz
Legislative Advocate
Los Angeles Unified School District

Natural Disaster Assistance

Stakeholder Comment	Staff Response
1. The stakeholder requests OPSC provide an example of how a proposed apportionment that had insurance proceeds and/or other adjustments would be calculated under proposed SFP Regulation Section 1859.84.2(d).	**1.** If insurance proceeds or other government disaster assistance are received after an apportionment, the total project cost would be reduced by the amount received in insurance proceeds or government disaster assistance that is attributable to the same purpose or scope of work in the request for the apportionment. The state and local match would be reduced by the insurance proceeds proportionately to the original prorated state and local matching share. As proposed in Section 1859.84.2(d), to the extent that an apportionment for other assistance following a natural disaster results in a net increase in classroom capacity, the district's New Construction eligibility will be adjusted accordingly pursuant to Section 1859.51. Because any adjustment to the apportionment resulting from the receipt of insurance proceeds and/or government disaster assistance effectively reduces the total project cost but does not change the scope of the project that resulted in a net increase in classroom capacity, receipt of insurance proceeds and/or other government disaster assistance would not impact any New Construction eligibility adjustment made due to a net increase in classroom capacity. As an example, if a school district submits a request for other assistance following a natural disaster with a scope of work to reconstruct a classroom building containing two additional classrooms beyond the classroom count in the school district's existing school building capacity (a net increase in classroom capacity), at the time the Board approves the application for an

Stakeholder Comment	Staff Response
	1. (cont.) Unfunded Approval, the school district's New Construction eligibility baseline would be adjusted to account for the additional capacity of two classrooms. If the district later received insurance proceeds attributable to reconstruction of the classroom building, the apportionment would be adjusted to ensure the SFP funding supplements and does not duplicate the insurance proceeds, and the previous adjustment to the district's baseline New Construction eligibility would remain unchanged to account for the additional capacity from the project scope, capturing an accurate existing school building capacity.
2. OPSC states Interim Housing assistance may not be requested in place of (1) An Approved Application pursuant to Section 1859.70 or (2) an Approved Application pursuant to Section 1859.82.1. These sections refer to New Construction and Modernization and Facility Hardship, respectively. The stakeholder requests clarification on the intended purpose of this proposed regulation.	**2.** The original intention of this language was to indicate that Interim Housing assistance is not intended to supplant applications pursuant to Sections 1859.70 or 1859.82.1. However, OPSC subsequently found this language to be unnecessary and has since removed these previously proposed provisions from SFP Regulation Section 1859.84.1.
3. The stakeholder requests clarification on the reasoning used for determining the order in which Interim Housing and Natural Disaster assistance would be funded. Specifically, under proposed SFP Regulation Section 1859.93, the stakeholder requests OPSC's reasoning for funding Form SAB 195 pursuant to 1859.84.1 over Facility Hardship applications.	**3.** OPSC notes that the proposed Modernization project funding order in the proposed amendments to SFP Regulation Section 1859.93 prioritizes Facility Hardship rehabilitation projects over applications for Modernization projects pursuant to Section 1859.84.2 (requests for other assistance following a natural disaster). OPSC assumes the stakeholder intended to request clarification on OPSC's rationale for proposing to fund applications for interim housing following a natural disaster pursuant to proposed SFP Regulation Section 1859.84.1 over applications for Facility Hardship from New Construction bond authority, as indicated by the

Stakeholder Comment	Staff Response
	3. (cont.) amendments proposed to SFP Regulation Section 1859.93.1 on New Construction Project Funding Order. The reason for this proposed funding order is that the need for interim housing following a natural disaster is anticipated to be a more immediate need to house students, and these specific Natural Disaster Assistance applications are anticipated to be processed as soon as possible in an effort to mitigate disruption to the school and to house students as expeditiously as possible. As both types of applications are already prioritized by the Board, the order specified in the proposed amendments to Sections 1859.93 and 1859.93.1 only becomes relevant when bond authority is nearly exhausted.
4. The stakeholder recommends that the instructions or form field for Section 3 of the proposed Form SAB 195 be revised, as the application instructions inform applicants to check the appropriate boxes, where there are none.	**4.** OPSC thanks the stakeholder for bringing attention to this issue. OPSC has amended the Section 3 instructions to specify that the applicant should provide the applicable application numbers and has removed reference to checkboxes.
5. a) The stakeholder notes that Section 8 of the Form SAB 195 suggests that a district would be eligible for Interim Housing assistance under SFP Regulation Section 1859.84.1, if <u>none</u> of the costs were covered by insurance or any other government disaster assistance. The stakeholder requests clarification on the outcome of a scenario where insurance and/or government assistance funding is available but insufficiently covers costs. b) Additionally, the stakeholder suggests that this section include language about what information the narrative should include if the status of receipt of any insurance and/or other government assistance is unknown at the time of requesting assistance. This language could be similar to what is	**5.** a) OPSC thanks the stakeholder for bringing attention to this issue, as this section of the proposed form was not intended to suggest that districts are only eligible for Interim Housing assistance if none of its costs were covered by insurance or other government disaster assistance. OPSC has made clarifying edits to this section of the proposed form to conform to the proposed regulations and Education Code (EC) Section 17075.20, indicating that any funding provided for Interim Housing will supplement funding from insurance proceeds or other government disaster assistance. b) For the stakeholder's reference, proposed SFP Regulation Section 1859.84.1(b)(2) and 1859.84.2(c)(2) outline the necessary information to

Stakeholder Comment	Staff Response
5. (cont.) stated in the Insurance Proceeds section of the proposed checklist, allowing a school district to provide an estimate of the insurance proceeds or any other government disaster assistance.	**5. (cont.)** provide if the status of receipt of any insurance proceeds and/or government assistance is unknown at the time of requesting assistance. OPSC has included reference to these regulations within the instructions for both Section 8 and Section 9 of the proposed Form SAB 195. OPSC has left the narrative section intentionally broad to provide flexibility to the school district in providing information to the Board.
6. The stakeholder noted that under the Certification section of the Form SAB 195, bullet point 10 requires in part, certification of the receipt of the necessary approvals from the Division of the State Architect (DSA). The stakeholder suggests this point be revised to allow flexibility for circumstances in which DSA approval is pending.	**6.** OPSC appreciates the stakeholder's feedback, and has amended the certification to state: "The School District has received, or will obtain, the necessary approval of the plans and specifications…"
7. For the proposed Checklist, the stakeholder recommends integrating the checklist into the Form SAB 195 instructions so that the guidance and instructions are officially part of an approved form.	**7.** OPSC appreciates the stakeholder's suggestion, but maintains that the Checklist is not intended to not be a required document for submittal of a Form SAB 195, but rather a helpful tool to use alongside the submission of an application. As such, OPSC intends to maintain the Checklist as a separate document from the Form SAB 195.
8. Within the proposed Grant Agreements, the section "Grant funds are to be used in accordance…" states that changes to the scope of work must be approved by OPSC. This contradicts the language of current grant agreements and the preceding section ("The Grantee shall not make any change to the Project…") that states a change in the scope must be approved by the State Allocation Board. The stakeholder requests clarification on this proposed change.	**8.** Staff appreciates this feedback and agrees that this section on both grant agreements should be "approved by the *State Allocation Board*." This reference has been updated in both proposed grant agreements.

Appeal Items

SCHOOL DISTRICT APPEAL REQUEST

SCHOOL DISTRICT DATA

School District: Los Angeles Unified
Application Numbers: 51/64733-05-004
51/64733-47-001
Total District Enrollment (2024/2025): 516,685
County: Los Angeles

School Names: Marquez Elementary
Palisades Charter High
Project Grade Levels: K-5, 9-12
Financial Hardship: No

PURPOSE OF REPORT

To present the District's request for Interim Housing assistance following a natural disaster under authority provided by Assembly Bill (AB) 247, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), Education Code (EC) Section 17075.20.

DESCRIPTION

Several wildfires began on January 7, 2025 due to severe windstorm conditions and soon became widespread in Los Angeles County, devastating several communities. The Palisades Fire completely destroyed or significantly damaged three public school sites located within the District.

On June 3, 2025, the District submitted two *School District Appeal Requests* (Forms SAB 189) requesting that the State Allocation Board (Board) approve the following:

- Interim Housing assistance following a natural disaster for Marquez Elementary School (Attachment A)
- Interim Housing assistance following a natural disaster for Palisades Charter High School (Attachment B)

Approval of the District's requests would provide a total of $13,592,657.35 in state funding to the District.

AUTHORITY

See Attachment C.

BACKGROUND

Application for Funding History
Marquez Elementary is an elementary school serving kindergarten through fifth grade, and Palisades Charter High is a high school serving ninth through twelfth grade. Both schools are located in the Los Angeles Unified School District within Los Angeles County.

On January 7, 2025, severe windstorm conditions sparked multiple fires in Los Angeles and Ventura counties, prompting Governor Newsom to declare a state of emergency. As a result of these fires, Marquez Elementary was completely destroyed, and the Palisades Charter High site was significantly damaged.

BACKGROUND (cont.)

Status of the Project
The District has awarded contracts and issued Notices to Proceed for purposes of its interim housing assistance requests for both Marquez Elementary and Palisades Charter High. The costs associated with the contracts are related to the design, lease, site work, installation, and future removal of interim housing to reopen the school sites. The District

anticipates receiving insurance proceeds and federal assistance, but the amount at the time of the submittal for this request is unknown. The District has submitted an insurance claim that is currently being processed but has not yet been finalized. The estimated duration of the leased interim housing on-site is between three and a half to five years.

The funding requests were submitted to the Office of Public School Construction (OPSC) on June 3, 2025. If the Board approves the District's appeals, staff recommends the District receive $13,592,657.35 in state funding based on the District's signed contracts, pursuant to the new provision of Proposition 2, EC Section 17075.20.

Proposition 2 Natural Disaster Assistance Provisions
Proposition 2 was approved by a majority of California's voters on November 5, 2024. In part, Proposition 2 added EC Section 17075.20, which allows the Board to provide assistance for purposes of procuring interim housing and other assistance for school districts and county offices of education (COE) impacted by a natural disaster for which the Governor has declared a state of emergency. EC Section 17075.20(a) further states that "…allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance."

On December 3, 2024, the Board took action to adopt several policies for initial implementation of Proposition 2, until regulatory amendments are presented to the Board and approved by the Office of Administrative Law. In part, the Board's action specified that school districts and COEs seeking assistance from the Board under the new natural disaster assistance provisions can submit a *School District Appeal Request* (Form SAB 189) and the Board will consider these requests on a case-by-case basis until staff has had the opportunity to seek stakeholder feedback and develop proposed regulations for implementation of this statute.

Implementation and Overview of Stakeholder Meetings
To implement the provisions of EC Section 17075.20 and develop proposed regulations, staff held four stakeholder meetings. These meetings took place on February 13, April 10, June 12, and July 24, 2025.

In these meetings, OPSC proposed concepts and guidelines for school districts and COEs requesting interim housing assistance following a natural disaster. Under such proposed concepts, school districts with facilities lost or damaged by a natural disaster event for which the Governor has declared a state of emergency are eligible to request interim housing assistance if the state of emergency was listed as "open" on the California Governor's Office of Emergency Services (CalOES) website at the time the application was received by OPSC.

Under the proposed SFP Regulation Section 1859.84.1 for interim housing assistance following a natural disaster, in order to request funding to lease portable classrooms, the following must be submitted:

BACKGROUND (cont.)

- A completed, valid Form SAB 195 signed by an Authorized District Representative
- Documentation which includes the actual costs of the facilities, including but not limited to invoices or lease agreements.
- Documentation, such as invoices or contracts, which includes, but is not limited to, any work associated with placing the facilities on a site.
- Demonstration that any funding provided by the Board for Interim Housing will supplement funding from insurance or any other government disaster assistance. If the school district reasonably expects to receive future insurance proceeds or other government disaster assistance attributable to costs of interim housing, the school district must provide the following:
    - An estimate of insurance proceeds or any other government disaster assistance the school district may receive for interim housing expenses.
    - A narrative statement indicating the necessity for interim housing assistance prior to the receipt of insurance proceeds or government disaster assistance for this purpose.
    - Acknowledgement of the reporting requirement and potential future adjustment to the apportionment.

The proposed School Facility Program regulations for Natural Disaster Assistance are concurrently presented to the Board in this Agenda as a separate Action Item.

STAFF ANALYSIS/STATEMENTS

District Position

In its appeal request for Marquez Elementary, the District states the following:

> "Marquez ES suffered damage and loss resulting in the need for interim housing. The costs… are for the design, lease, purchase of equipment, site work, and installation of interim housing, all necessary to reopen the school site in Fall 2025."

The full text of the District's request for Marquez Elementary is included in Attachment A.

In its appeal request for Palisades Charter High, the District states the following:

> "As a result of the Palisades Fire in January 2025, Palisades Charter HS suffered damage and loss resulting in the need for interim housing. The costs… are for the design, lease, site work, and installation of interim housing, all necessary to reopen the school site in Fall 2025."

The full text of the District's request for Palisades Charter High is included in Attachment B.

The District anticipates receiving insurance and federal disaster assistance proceeds for the damage to both school sites, but at the time of application submission to OPSC, the amount of assistance was unknown. As of June 30, 2025, the District had submitted an insurance claim that was currently being processed, and the District was preparing to submit a request for Federal Emergency Management Agency (FEMA) Public Assistance funding.

STAFF ANALYSIS/STATEMENTS (cont.)

The District indicates, "[d]ue to the urgent need to resume in-person instruction and restore educational continuity, the District must provide interim housing now, in advance of the receipt of insurance proceeds or other government disaster assistance. Based on prior experience, both insurance settlements and FEMA Public Assistance funding typically take several years to fully materialize. Delaying interim housing until those sources are finalized would result in unacceptable disruptions to student learning and operations."

Staff Position

Interim Housing Request Requirements
One of the proposed requirements to request interim housing assistance is that there is an "open" state of emergency that was declared by the Governor related to the site which was impacted by a natural disaster. The "Los Angeles County Fires and Windstorm Event" was listed on the CalOES website as an open State of Emergency as of July 25, 2025.

Another proposed requirement is submittal of documentation supporting the funding request (as seen on Attachments D and E). The District has provided the following documentation for both Marquez Elementary and Palisades Charter High:

- Architectural and Engineering Services Agreements
- Purchase Orders
- Notices of Award and Notices to Proceed

Marquez Elementary School
Per a Division of State Architect post-fire evaluation report, Marquez Elementary had a total of 32 buildings with severe damage and three buildings with minor damage, as confirmed by the District on Attachment F. The District requests a total of 19 portable classrooms for the site.

In addition to the portable classrooms requested, the District requests the following interim housing for ancillary facilities:

- Three restrooms
- One double classroom for Administrative Spaces
- One classroom building for the Library
- One modular Kitchen Facility that includes a "kitchen scramble" and food service equipment
- Ramps
- Skirting

The associated costs with the delivery, installation, and removal of these portable classrooms and ancillary facilities may be seen in Attachment D.

Palisades Charter High School
Per a Division of State Architect post-fire evaluation report, Palisades Charter High had a total of five buildings with severe damage and 10 with minor damage, confirmed by the District on Attachment G. The District requests a total of 19 portable classrooms for the site.

STAFF ANALYSIS/STATEMENTS (cont.)

In addition to the portable classrooms requested, the District requests the following interim housing for ancillary facilities:

- Two restrooms
- Two classroom buildings for workrooms to be used as flex space
- One double classroom for Administrative Spaces
- Ramps
- Skirting

The associated costs with the delivery, installation, and removal of these portable classrooms and ancillary facilities may be seen in Attachment E.

In accordance with the proposed regulations, the District is requesting eligible interim housing for both classrooms and ancillary facilities in order to reopen the school sites for the Fall 2025 school year.

Conclusion

Staff acknowledges the devastation experienced by Marquez Elementary and Palisades Charter High, and supports the District's request.

Based upon the total classrooms and ancillary facilities destroyed or deemed unsafe to occupy as a result of the severe fires within Los Angeles County, as well as the interim housing requested for each site, staff finds that the District's request generally aligns with the requirements of the proposed regulations being presented concurrently at the August 19, 2025 Board meeting for purposes of Natural Disaster Assistance.

RECOMMENDATIONS

Pursuant to the Rules and Procedures of the State Allocation Board, "Staff is providing the following option for the Board's consideration. A positive vote by six members is required for the Board to take action. Absent a positive vote by six members of the Board, the school district's appeal will be considered closed."

1. Approve the request for interim housing assistance following a natural disaster for Marquez Elementary School, Application Number 51/64733-05-004, as an unfunded approval shown on Attachment H.

2. Approve the request for interim housing assistance following a natural disaster for Palisades Charter High School, Application Number 51/64733-47-001, as an unfunded approval shown on Attachment I.

3. Require that the two projects be subject to requirements currently in the proposed regulations for Natural Disaster Assistance including, but not limited to:

RECOMMENDATIONS (cont.)

a) Substantial progress and expenditure reporting requirements pursuant to SFP Regulation Sections 1859.104 and 1859.106, and
b) The submittal of a five-year master plan at the time of submittal of the 100 percent complete *Expenditure Report* (Form SAB 50-06), and
c) Any insurance proceeds and/or governmental disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.

STATE OF CALIFORNIA
SCHOOL DISTRICT APPEAL REQUEST

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 189 (REV 10/09)

SCHOOL DISTRICT	APPLICATION NUMBER
Los Angeles Unified School District	
SCHOOL NAME	**COUNTY**
Marquez ES	Los Angeles
DISTRICT REPRESENTATIVE	**E-MAIL ADDRESS**
Amy Meenan	amy.meenan@Lausd.net

Purpose of Request:

The purpose of this appeal is to request funding for the design and installation of interim housing (classrooms, library, restrooms, administrative spaces, kitchen scramble), ramps, skirting, and kitchen food service equipment for Marquez Elementary School, which suffered extensive damages due to the Palisades Fire.

Basis of Request:

- ☐ Law (Statute) _____
- ☐ Regulation _____
- ☐ Other (specify) _____

Description:

Please see attached.

SIGNATURE OF AUTHORIZED DISTRICT REPRESENTATIVE		DATE
Amy Meenan	Digitally signed by Amy Meenan Date: 2025.06.03 14:32:32 -07'00'	06/032025

AT A

LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Services Division

June 3, 2025

Attn: Michael Watanabe
Office of Public School Construction
707 3rd Street, 4th Floor
West Sacramento, CA 95605

SAB 189 SCHOOL DISTRICT APPEAL REQUEST

LOS ANGELES UNIFIED SCHOOL DISTRICT – MARQUEZ ELEMENTARY SCHOOL

Dear Mr. Watanabe,

As a result of the Palisades Fire in January 2025, Marquez ES suffered damage and loss resulting in the need for interim housing. The costs below are for the design, lease, purchase of equipment, site work, and installation of interim housing, all necessary to reopen the school site in Fall 2025. The total cost for interim housing is $12,592,090.53. The District anticipates receiving insurance and federal assistance but the amount of assistance to be received is unknown at this time.

The Los Angeles Unified School District (LAUSD) provides the attached SAB 189 School District Appeal Request and supporting documentation for processing. Please find attached:

1. Form SAB 189 – School District Appeal Request
2. Architectural Engineering Services Agreement – NAC Architecture ($473,990.89)
3. Purchase Orders
    a. PO 8000063208– McGrath Rent Corp ($2,179,137.82)
    b. PO 8000062268– McGrath Rent Corp ($131,949.69)
    c. PO 8000065892– McGrath Rent Corp ($336,445.21)
    d. PO 8000049630 – Global Modular ($1,476,257.59)
    e. PO 8000054440 – Premier Culinary Solutions ($105,309.33)
    f. PO 8000065465 – Kemp Bros. Construction, Inc. ($7,889,000.00)
4. Notice of Award – Kemp Bros. Construction, Inc.
5. Notice to Proceed - Kemp Bros. Construction, Inc.

Sincerely,

Amy Meenan

Digitally signed by Amy Meenan
Date: 2025.06.03 12:36:44 -07'00'

Amy Meenan, Deputy Director
Facilities Legislation, Grants and Funding

Enclosure

Los Angeles Unified School District - Facilities Services Division
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 ● Fax (213) 241-8384

STATE OF CALIFORNIA
SCHOOL DISTRICT APPEAL REQUEST

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 189 (REV 10/09)

SCHOOL DISTRICT	APPLICATION NUMBER
Los Angeles Unified School District	
SCHOOL NAME	COUNTY
Palisades Charter HS	Los Angeles
DISTRICT REPRESENTATIVE	E-MAIL ADDRESS
Amy Meenan	amy.meenan@Lausd.net

Purpose of Request:

The purpose of this appeal is to request funding for the design and installation of interim housing (classrooms, restrooms, administrative spaces), ramps, and skirting for Palisades Charter High School, which suffered extensive damages due to the Palisades Fire.

Basis of Request:

- ☐ Law (Statute) _____
- ☐ Regulation _____
- ☐ Other (specify) _____

Description:

Please see attached.

SIGNATURE OF AUTHORIZED DISTRICT REPRESENTATIVE: Amy Meenan Digitally signed by Amy Meenan Date: 2025.06.03 14:33:10 -07'00'

DATE: 06/03/2025

AT B

LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Services Division

June 3, 2025

Attn: Michael Watanabe
Office of Public School Construction
707 3rd Street, 4th Floor
West Sacramento, CA 95605

SAB 189 SCHOOL DISTRICT APPEAL REQUEST

LOS ANGELES UNIFIED SCHOOL DISTRICT – PALISADES CHARTER HIGH SCHOOL

Dear Mr. Watanabe,

As a result of the Palisades Fire in January 2025, Palisades Charter HS suffered damage and loss resulting in the need for interim housing. The costs below are for the design, lease, site work, and installation of interim housing, all necessary to reopen the school site in Fall 2025. The total cost for interim housing is $14,593,224.17. The District anticipates receiving insurance and federal assistance but the amount of assistance to be received is unknown at this time.

The Los Angeles Unified School District (LAUSD) provides the attached SAB 189 School District Appeal Request and supporting documentation for processing. Please find attached:

1. Form SAB 189 – School District Appeal Request
2. Architectural Engineering Services Agreement – DLR Group, Inc. ($627,197.04)
3. Purchase Orders
    a. 8000062348 McGrath Rent Corp ($2,098,269.00)
    b. 8000064588 McGrath Rent Corp ($131,949.69)
    c. 8000064309 McGrath Rent Corp ($936,808.44)
    d. 8000065487 Kemp Bros. Construction. Inc. ($10,799,000.00)
4. Notice of Award – Kemp Bros. Construction, Inc.
5. Notice to Proceed - Kemp Bros. Construction, Inc.

Sincerely,

Amy Meenan Digitally signed by Amy Meenan
Date: 2025.06.03 12:35:03 -07'00'

Amy Meenan, Deputy Director
Facilities Legislation, Grants and Funding

Enclosure

Los Angeles Unified School District - Facilities Services Division
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 ● Fax (213) 241-8384

ATTACHMENT C

AUTHORITY

Education Code Section 17075.20: Hardship Application.

(a) Notwithstanding any other law, the board may provide assistance under this chapter for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and county offices of education impacted by a natural disaster for which the Governor has declared a state of emergency. The allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance.

(b) For purposes of this section, and notwithstanding any other section of this chapter, school districts and county offices of education determined by the board to be impacted by a natural disaster as described in subdivision (a) are deemed to meet the requirements set forth in Section 17075.10.

(c) Notwithstanding any other law, a school district or county office of education that receives assistance under this section shall be entitled to retain savings from a project and use those savings for other high-priority capital outlay purposes consistent with the requirements of subdivision (c) of Section 17070.63.

(d) (1) A grant provided pursuant to this section shall not affect the applicant's eligibility for any other program under this chapter.

(2) Notwithstanding paragraph (1), a portable classroom purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75.

(e) The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster as described in subdivision (a).

Docusign Envelope ID: 54550168-8AD5-4CE5-965D-8582E02782AE

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT

This Architectural and Engineering Services Agreement (this "**Agreement**") is made and entered into as of the effective date indicated below, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT (the "**District**" or "**LAUSD**") and the following entity or individual:

Architect-Engineer NAC Inc., dba NAC Architecture		
Address 837 North Spring Street, Third Floor, Los Angeles, CA 90012		
Contact Name Dawn Brisco	*Title* Principal	*Email Address* dbrisco@nacarchitecture.com
Telephone No. (323) 475-8075	*SAP Vendor ID/Ariba #* 1000001032	*DIR Registration No.* 1000062865

hereinafter, the "Architect-Engineer" or "Consultant."

The Architect-Engineer, in consideration of the covenants, conditions, and agreements herein contained, does hereby agree to furnish labor, materials, and equipment and all other things necessary to perform the services described in the Scope of Services contained in Exhibit A hereto (the "Services") for the project referenced below

Project Name	***Project #***	***School Name***	***Construction Budget***
Temporary Use Buildings for Fire Recovery Project	10375042	Marquez Charter Elementary School	$8,148,096

Services: The Architect-Engineer shall provide services related and incidental to the Temporary Use Buildings for Fire Recovery Project.

Agreement Parts: The Architect-Engineer shall provide the Services, and otherwise perform, in accordance with the terms of this Agreement. This Agreement consists of this page together with all of the following documents, each of which is, by this reference, incorporated into and made a part of this Agreement:

- **Exhibit A** - ***Scope of Services, including latest approved Program of Facilities Requirements and Construction Budget for the project***, consisting of 18 pages;
- **Exhibit B** - ***Fee and Payment Schedule***, consisting of 6 pages;
- **Exhibit C** - ***Required Deliverables***, consisting of 1 page;
- **Exhibit D** - ***Definitions***, consisting of 7 pages;
- **Exhibit E** - ***Terms and Conditions***, consisting of 22 pages;
- **Exhibit F** - ***Insurance Requirements***, consisting of 3 pages;
- **Exhibit G** - ***Code of Conduct***, consisting of 19 pages;
- **Exhibit H** - ***Drug-Free Work Environment***, consisting of 4 pages;
- **Exhibit I** - ***Provisions Required of Federally Funded Contracts (As Applicable)***, consisting of 14 pages; and
- **Exhibit J** - ***Approved Hourly Billing Rates for Architect-Engineer and their consultants***, consisting of 3 pages.

Agreement Amount: The District's total financial obligation under this Agreement shall be a lump sum amount of **$473,990.89 (Four hundred seventy-three thousand, nine hundred ninety dollars and eighty-nine cents)**, to be paid in accordance with Exhibit B.

This Agreement shall be effective as of the date it is signed by an authorized representative of the District. This Agreement is not valid and no payment is authorized hereunder until it is so signed.

THE DISTRICT	**ARCHITECT-ENGINEER**	
Authorized Signature DocuSigned by: Christy Guzman 9552D955D9E24E8...	*Legal Form (i.e., corporation, partnership, dba, etc.)* NAC, INC, dba NAC ARCHITECTURE	
	Authorized Signature By: Dawn Brisco	*Date* 04.08.2025
Christy Guzman Assistant Contract Administration Manager	*Printed Name and Title of Person Signing* Dawn Brisco, Principal	
Date 4/9/2025	*License No.* C-37573	*Fed. Tax ID No.* 91-1086202

Original Counterparts to the Architect-Engineer and to Facilities Contract

VendorName MCGRATH RENT CORP
Contact
5700 LAS POSITAS ROAD
LIVERMORE, CA 94551
United States
Phone: +1 925-453-3417
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000063208
Date Created Thu, 10 Apr, 2025

ID C830-V6
Name MCGRATH RENT CORP

Preparer MICHAEL INES
Issued Date Thu, 10 Apr, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

The Los Angeles Unified School District is moving its procurement to payables processes to SAP Business Network and an invitation from the Ariba Network to update your LAUSD profile was sent out to the email address on file between October and February 2024. If you have not received an invitation, please email Vendor Services at psg-vsu@lausd.net or call (562)654-9404. If you received a purchase order(s) prior to the transition to the Ariba Network, please continue to submit your invoice in PDF format to LAUSD's centralized Accounts Payable invoice email address invoices@lausd.net

To All Suppliers:

Insurance Requirements:

Vendors must adhere to LAUSD insurance requirements for all contracts and purchase orders. The insurance requirements can be found here: https://achieve.lausd.net/Page/6714. Please forward proof of insurance to the contract sponsor or purchase order issuer.

Fingerprinting Requirements:

Vendors must adhere to LAUSD fingerprinting requirements for all contracts and purchase orders. The fingerprinting requirements can be found here: https://achieve.lausd.net/Page/2793. Please forward proof of fingerprinting compliance/DOJ clearance to the contract sponsor or purchase order issuer.

Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Vendor - Net 45 Days

Line Item Details (27 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	36-MOS LEASE - NEW STD CLSRM	1,140.00	month	$995.01 USD	$1,134,311.40 USD	Thu, 1 May, 2025	$107,759.58 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 36-MOS LEASE - NEW STD CLSRM
Supplier Part Number 1555101704

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	DELIVERY COST-STD CLSRM, LEASED, USED	19.00	each	$2,400.00 USD	$45,600.00 USD	Thu, 1 May, 2025	$4,332.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description DELIVERY COST-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-6

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	INSTALLATION-STD CLSRM, LEASED, USED	19.00	each	$7,000.00 USD	$133,000.00 USD	Thu, 1 May, 2025	$12,635.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	AIR BALANCING WITH REPORT	19.00	each	$1,100.00 USD	$20,900.00 USD	Thu, 1 May, 2025	$1,985.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555101000

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	SCREEN SET - 1 QUICK RELEASE 1 FIXED	19.00	set	$1,300.00 USD	$24,700.00 USD	Thu, 1 May, 2025	$2,346.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description SCREEN SET - 1 QUICK RELEASE 1 FIXED
Supplier Part Number 1555101376

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	912.00	foot	$12.00 USD	$10,944.00 USD	Thu, 1 May, 2025	$1,039.68 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	19.00	each	$120.00 USD	$2,280.00 USD	Thu, 1 May, 2025	$216.60 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	REMOVAL COST STD CLSRM, LEASE, USED	19.00	each	$6,000.00 USD	$114,000.00 USD	Thu, 1 May, 2025	$10,830.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL COST STD CLSRM, LEASE, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-4

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	36-MOS LEASE - NEW STD CLSRM	60.00	month	$995.01 USD	$59,700.60 USD	Thu, 1 May, 2025	$5,671.56 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 36-MOS LEASE - NEW STD CLSRM
Supplier Part Number 1555101704

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
10	DELIVERY COST-STD CLSRM, LEASED, USED	1.00	each	$2,400.00 USD	$2,400.00 USD	Thu, 1 May, 2025	$228.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description DELIVERY COST-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-6

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
11	INSTALLATION-STD CLSRM, LEASED, USED	1.00	each	$7,000.00 USD	$7,000.00 USD	Thu, 1 May, 2025	$665.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
12	AIR BALANCING WITH REPORT	1.00	each	$1,100.00 USD	$1,100.00 USD	Thu, 1 May, 2025	$104.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555101000

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
13	SCREEN SET - 1 QUICK RELEASE 1 FIXED	1.00	set	$1,300.00 USD	$1,300.00 USD	Thu, 1 May, 2025	$123.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description SCREEN SET - 1 QUICK RELEASE 1 FIXED
Supplier Part Number 1555101376

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
14	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	48.00	foot	$12.00 USD	$576.00 USD	Thu, 1 May, 2025	$54.72 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
15	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	1.00	each	$120.00 USD	$120.00 USD	Thu, 1 May, 2025	$11.40 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
16	O-UPGR. FLR. LD. TO 65 PSF-24X40 ADMNUSE	2.00	each	$3,000.00 USD	$6,000.00 USD	Thu, 1 May, 2025	$570.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGR. FLR. LD. TO 65 PSF-24X40 ADMNUSE
Supplier Part Number 1555101510

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
17	O-DESIGN FEES- BLDG. MODIFICATIONS HR	24.00	hour	$150.00 USD	$3,600.00 USD	Thu, 1 May, 2025	$342.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-DESIGN FEES- BLDG. MODIFICATIONS HR
Supplier Part Number 1555101507

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
18	O-DSA APPRVL. FEE-BLDG. MODIFICATIONS EA	1.00	each	$4,000.00 USD	$4,000.00 USD	Thu, 1 May, 2025	$380.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-DSA APPRVL. FEE-BLDG.MODIFICATIONS EA
Supplier Part Number 1555101509

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
19	O-DSA INSP. FEEREPORT DSA 152 IP) HR	8.00	hour	$175.00 USD	$1,400.00 USD	Thu, 1 May, 2025	$133.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-DSA INSP. FEEREPORT DSA 152 IP) HR
Supplier Part Number 1555101508

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
20	REMOVAL COST STD CLSRM, LEASE, USED	1.00	each	$6,000.00 USD	$6,000.00 USD	Thu, 1 May, 2025	$570.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL COST STD CLSRM, LEASE, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-4

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
21	36-MOSLSENEWRSTRMBGWJNTRRMSNKBGMW	180.00	month	$1,909.44 USD	$343,699.20 USD	Thu, 1 May, 2025	$32,651.42 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 36-MOSLSENEWRSTRMBGWJNTRRMSNKBGMW
Supplier Part Number 1555101734

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
22	DELIVERY COST-RSTRM BOYSGIRLS LEAS USED	3.00	each	$1,975.00 USD	$5,925.00 USD	Thu, 1 May, 2025	$562.88 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description DELIVERY COST-RSTRM BOYSGIRLS LEAS USED
Supplier Part Number Also for B/G/M/W Rstrm - Ann/M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
23	INSTALLATION-RSTRM BOYSGIRLS, LEASE USED	3.00	each	$6,750.00 USD	$20,250.00 USD	Thu, 1 May, 2025	$1,923.75 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION-RSTRM BOYSGIRLS,LEASE USED
Supplier Part Number Same for B/G/M/W - Ann./M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
24	INSTPLMBMNFDRSTRMBGWJNTRRMSNKBGMW	3.00	each	$8,700.00 USD	$26,100.00 USD	Thu, 1 May, 2025	$2,479.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTPLMBMNFDRSTRMBGWJNTRRMSNKBGMW
Supplier Part Number 1555101736

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
25	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	72.00	foot	$12.00 USD	$864.00 USD	Thu, 1 May, 2025	$82.08 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
26	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	3.00	each	$120.00 USD	$360.00 USD	Thu, 1 May, 2025	$34.20 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
27	REMOVAL COST RESTROOM BG, LEASE, USED	3.00	each	$4,650.00 USD	$13,950.00 USD	Thu, 1 May, 2025	$1,325.25 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL COST RESTROOM BG, LEASE, USED
Supplier Part Number Same for B/G/M/W

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

Net Amount	$1,990,080.20 USD
Taxes	$189,057.62 USD
Gross Amount	$2,179,137.82 USD

Attachments
Comments

VendorName MCGRATH RENT CORP
Contact
5700 LAS POSITAS ROAD
LIVERMORE, CA 94551
United States
Phone: +1 925-453-3417
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000062268
Date Created Tue, 8 Apr, 2025

ID C830-V5
Name MCGRATH RENT CORP

Preparer MICHAEL INES
Issued Date Tue, 8 Apr, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

The Los Angeles Unified School District is moving its procurement to payables processes to SAP Business Network and an invitation from the Ariba Network to update your LAUSD profile was sent out to the email address on file between October and February 2024. If you have not received an invitation, please email Vendor Services at psg-vsu@lausd.net or call (562)654-9404. If you received a purchase order(s) prior to the transition to the Ariba Network, please continue to submit your invoice in PDF format to LAUSD's centralized Accounts Payable invoice email address invoices@lausd.net

To All Suppliers:

Insurance Requirements:

Vendors must adhere to LAUSD insurance requirements for all contracts and purchase orders. The insurance requirements can be found here: https://achieve.lausd.net/Page/6714. Please forward proof of insurance to the contract sponsor or purchase order issuer.

Fingerprinting Requirements:

Vendors must adhere to LAUSD fingerprinting requirements for all contracts and purchase orders. The fingerprinting requirements can be found here: https://achieve.lausd.net/Page/2793. Please forward proof of fingerprinting compliance/DOJ clearance to the contract sponsor or purchase order issuer.

Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Vendor - Net 45 Days

Line Item Details (9 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	YR3-STANDARD DBL CLASSROOM, LEASE, USED	60.00	month	$1,300.50 USD	$78,030.00 USD	Thu, 1 May, 2025	$7,412.85 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description YR3-STANDARD DBL CLASSROOM, LEASE, USED
Supplier Part Number 1555100071

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	DELIVERY COST-STD DBL CLSRM, LEASED,USED	1.00	each	$4,600.00 USD	$4,600.00 USD	Thu, 1 May, 2025	$437.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description DELIVERY COST-STD DBL CLSRM, LEASED,USED
Supplier Part Number W/Without Sink. / Ann. or M2M-3

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	INSTALLATION-STD DBL CLSRM, LEASED, USED	1.00	each	$14,100.00 USD	$14,100.00 USD	Thu, 1 May, 2025	$1,339.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION-STD DBL CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-1

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	AIR BALANCING WITH REPORT	1.00	each	$2,000.00 USD	$2,000.00 USD	Thu, 1 May, 2025	$190.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555102000

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	SCREEN SET - 1 QUICK RELEASE 1 FIXED	2.00	set	$1,300.00 USD	$2,600.00 USD	Thu, 1 May, 2025	$247.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description SCREEN SET - 1 QUICK RELEASE 1 FIXED
Supplier Part Number 1555101376

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	O-UPGR. FLR. LD. TO 65 PSF-24X40 ADMNUSE	2.00	each	$3,000.00 USD	$6,000.00 USD	Thu, 1 May, 2025	$570.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGR. FLR. LD. TO 65 PSF-24X40 ADMNUSE
Supplier Part Number 1555101510

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	96.00	foot	$12.00 USD	$1,152.00 USD	Thu, 1 May, 2025	$109.44 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	1.00	each	$120.00 USD	$120.00 USD	Thu, 1 May, 2025	$11.40 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	REMOVAL COST STD DBL CLSRM, LEASE, USED	1.00	each	$11,900.00 USD	$11,900.00 USD	Thu, 1 May, 2025	$1,130.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL COST STD DBL CLSRM, LEASE, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-5

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

Net Amount	$120,502.00 USD
Taxes	$11,447.69 USD
Gross Amount	$131,949.69 USD

Attachments
Comments

VendorName MCGRATH RENT CORP
Contact
5700 LAS POSITAS ROAD
LIVERMORE, CA 94551
United States
Phone: +1 925-453-3417
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000065892
Date Created Mon, 21 Apr, 2025

ID C830-V6
Name MCGRATH RENT CORP

Preparer MICHAEL INES
Issued Date Mon, 21 Apr, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

The Los Angeles Unified School District is moving its procurement to payables processes to SAP Business Network and an invitation from the Ariba Network to update your LAUSD profile was sent out to the email address on file between October and February 2024. If you have not received an invitation, please email Vendor Services at psg-vsu@lausd.net or call (562)654-9404. If you received a purchase order(s) prior to the transition to the Ariba Network, please continue to submit your invoice in PDF format to LAUSD's centralized Accounts Payable invoice email address invoices@lausd.net

To All Suppliers:

Insurance Requirements:

Vendors must adhere to LAUSD insurance requirements for all contracts and purchase orders. The insurance requirements can be found here: https://achieve.lausd.net/Page/6714. Please forward proof of insurance to the contract sponsor or purchase order issuer.

Fingerprinting Requirements:

Vendors must adhere to LAUSD fingerprinting requirements for all contracts and purchase orders. The fingerprinting requirements can be found here: https://achieve.lausd.net/Page/2793. Please forward proof of fingerprinting compliance/DOJ clearance to the contract sponsor or purchase order issuer.

Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Vendor - Net 45 Days

Line Item Details (20 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	36MO. LEASE OF TMP RESTROOM RAMP >30IN. WITH ...	180.00	month	$420.00 USD	$75,600.00 USD	Mon, 5 May, 2025	$7,371.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 36MO. LEASE OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	INSTALLATION OF TMP SWITCHBACK RAMP >30IN. ...	3.00	each	$5,100.00 USD	$15,300.00 USD	Mon, 5 May, 2025	$1,491.75 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	RAMP SKIRTING INSTALLATION PER LN FT	228.00	foot	$18.00 USD	$4,104.00 USD	Mon, 5 May, 2025	$400.14 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING INSTALLATION PER LN FT
Supplier Part Number 1555101031

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	RAMP SKIRTING REMOVAL PER LN FT	228.00	foot	$6.00 USD	$1,368.00 USD	Mon, 5 May, 2025	$133.38 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING REMOVAL PER LN FT
Supplier Part Number 1555101035

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	REMOVAL OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS	3.00	each	$3,300.00 USD	$9,900.00 USD	Mon, 5 May, 2025	$965.25 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	36MO. LEASE OF TMP SWITCHBACK RAMP >30IN. ...	60.00	month	$410.00 USD	$24,600.00 USD	Mon, 5 May, 2025	$2,398.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 36MO. LEASE OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH...	1.00	each	$5,100.00 USD	$5,100.00 USD	Mon, 5 May, 2025	$497.25 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	RAMP SKIRTING INSTALLATION PER LN FT	43.00	foot	$18.00 USD	$774.00 USD	Mon, 5 May, 2025	$75.47 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING INSTALLATION PER LN FT
Supplier Part Number 1555101031

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	RAMP SKIRTING REMOVAL PER LN FT	43.00	foot	$6.00 USD	$258.00 USD	Mon, 5 May, 2025	$25.16 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING REMOVAL PER LN FT
Supplier Part Number 1555101035

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
10	REMOVAL OF TMP RESTROOM RAMP >30IN. WITH PICKETS	1.00	each	$3,300.00 USD	$3,300.00 USD	Mon, 5 May, 2025	$321.75 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
11	36MO. LEASE OF TMP RAMP FOR 60FT. DECK >30IN....	120.00	month	$500.00 USD	$60,000.00 USD	Mon, 5 May, 2025	$5,850.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 36MO. LEASE OF TMP RAMP FOR 60FT. DECK >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
12	INSTALLATION OF TMP RAMP FOR 60FT. DECK >30IN...	2.00	each	$6,100.00 USD	$12,200.00 USD	Mon, 5 May, 2025	$1,189.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION OF TMP RAMP FOR 60FT. DECK >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
13	RAMP SKIRTING INSTALLATION PER LN FT	188.00	foot	$18.00 USD	$3,384.00 USD	Mon, 5 May, 2025	$329.94 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING INSTALLATION PER LN FT
Supplier Part Number 1555101031

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
14	RAMP SKIRTING REMOVAL PER LN FT	188.00	foot	$6.00 USD	$1,128.00 USD	Mon, 5 May, 2025	$109.98 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING REMOVAL PER LN FT
Supplier Part Number 1555101035

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
15	REMOVAL OF TMP RAMP FOR 60FT. DECK >30IN. ...	2.00	each	$4,350.00 USD	$8,700.00 USD	Mon, 5 May, 2025	$848.25 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL OF TMP RAMP FOR 60FT. DECK >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
16	36MO. LEASE OF TMP RAMP FOR LARGE DECK 48FT....	120.00	month	$485.00 USD	$58,200.00 USD	Mon, 5 May, 2025	$5,674.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 36MO. LEASE OF TMP RAMP FOR LARGE DECK 48FT. LONG >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
17	INSTALLATION OF TMP RAMP FOR LARGE DECK 48FT....	2.00	each	$5,500.00 USD	$11,000.00 USD	Mon, 5 May, 2025	$1,072.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALLATION OF TMP RAMP FOR LARGE DECK 48FT. LONG >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
18	RAMP SKIRTING INSTALLATION PER LN FT	160.00	foot	$18.00 USD	$2,880.00 USD	Mon, 5 May, 2025	$280.80 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING INSTALLATION PER LN FT
Supplier Part Number 1555101031

Line Item Text

Important Delivery Information
SupplierID 1000002977
Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
19	RAMP SKIRTING REMOVAL PER LN FT	160.00	foot	$6.00 USD	$960.00 USD	Mon, 5 May, 2025	$93.60 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description RAMP SKIRTING REMOVAL PER LN FT
Supplier Part Number 1555101035

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
20	REMOVAL OF TMP RAMP FOR LARGE DECK 48FT. LONG...	2.00	each	$3,900.00 USD	$7,800.00 USD	Mon, 5 May, 2025	$760.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description REMOVAL OF TMP RAMP FOR LARGE DECK 48FT. LONG >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

Net Amount	$306,556.00 USD
Taxes	$29,889.21 USD
Gross Amount	$336,445.21 USD

Attachments
Comments

VendorName GLOBAL MODULAR INC
Contact
1120 Commerce Ave # 25
Atwater, CA 95301-5216
United States
Phone: +1 209-676-8029
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000049630
Date Created Tue, 18 Feb, 2025

ID C818-V3
Name GLOBAL MODULAR INC

Preparer MICHAEL INES
Issued Date Tue, 18 Feb, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

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Fingerprinting Requirements:

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Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Now due and payable

Line Item Details (27 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	24'X40'PURCHASE MODULAR KITCHEN,NEW UNIT	1.00	AU Activity Unit	$855,613.46 USD	$855,613.46 USD	Thu, 17 Apr, 2025	$81,283.28 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'PURCHASE MODULAR KITCHEN,NEW UNIT
Supplier Part Number 1555101281

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	DELIVERY COST PER BUILDING KITCHEN)	1.00	each	$12,333.33 USD	$12,333.33 USD	Thu, 17 Apr, 2025	$1,171.67 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description DELIVERY COST PER BUILDING KITCHEN)
Supplier Part Number 1555101616

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	INSTALL COST INC PLUMBING MANIFOLD KIT)	1.00	each	$36,833.33 USD	$36,833.33 USD	Thu, 17 Apr, 2025	$3,499.17 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALL COST INC PLUMBING MANIFOLD KIT)
Supplier Part Number 1555101619

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	24'X40'ROLL CHARGES PER FLOOR, KITCHEN	2.00	each	$1,500.00 USD	$3,000.00 USD	Thu, 17 Apr, 2025	$285.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'ROLL CHARGES PER FLOOR, KITCHEN
Supplier Part Number 1555101145

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	AIR BALANCING WITH REPORT	1.00	each	$3,500.00 USD	$3,500.00 USD	Thu, 17 Apr, 2025	$332.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555101000

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	24'X40'INITIAL HEALTH DEPT. INSPECTION	1.00	each	$3,500.00 USD	$3,500.00 USD	Thu, 17 Apr, 2025	$332.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'INITIAL HEALTH DEPT. INSPECTION
Supplier Part Number 1555101149

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	24'X40'FIRE ALARM WIRING	1.00	each	$2,500.00 USD	$2,500.00 USD	Thu, 17 Apr, 2025	$237.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'FIRE ALARM WIRING
Supplier Part Number 1555101148

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	PVC ROOF SYSTEM KITCHEN)	1.00	each	$500.00 USD	$500.00 USD	Thu, 17 Apr, 2025	$47.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PVC ROOF SYSTEM KITCHEN)
Supplier Part Number 1555101625

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	O- EQUIPMENT SEISMIC RESTRAINTS	24.00	each	$500.00 USD	$12,000.00 USD	Thu, 17 Apr, 2025	$1,140.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O- EQUIPMENT SEISMIC RESTRAINTS
Supplier Part Number 1555101548

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
10	24'X40'PURCHASE MODULAR SCRAMBLE,NEW	1.00	AU Activity Unit	$219,571.00 USD	$219,571.00 USD	Thu, 17 Apr, 2025	$20,859.25 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'PURCHASE MODULAR SCRAMBLE,NEW
Supplier Part Number 1555101283

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
11	DELIVERY COST PER BUILDING KITCHEN)	1.00	each	$12,333.33 USD	$12,333.33 USD	Thu, 17 Apr, 2025	$1,171.67 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description DELIVERY COST PER BUILDING KITCHEN)
Supplier Part Number 1555101616

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
12	INSTALL COST INC PLUMBING MANIFOLD S)	1.00	each	$12,000.00 USD	$12,000.00 USD	Thu, 17 Apr, 2025	$1,140.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description INSTALL COST INC PLUMBING MANIFOLD S)
Supplier Part Number 1555101643

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
13	24'X40'ROLL CHARGES PER FLOOR, KITCHEN	2.00	each	$1,500.00 USD	$3,000.00 USD	Thu, 17 Apr, 2025	$285.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'ROLL CHARGES PER FLOOR, KITCHEN
Supplier Part Number 1555101145

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
14	AIR BALANCING WITH REPORT	1.00	each	$3,500.00 USD	$3,500.00 USD	Thu, 17 Apr, 2025	$332.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555101000

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
15	24'X40'INITIAL HEALTH DEPT. INSPECTION	1.00	each	$3,500.00 USD	$3,500.00 USD	Thu, 17 Apr, 2025	$332.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'INITIAL HEALTH DEPT. INSPECTION
Supplier Part Number 1555101149

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
16	24'X40'FIRE ALARM WIRING	1.00	each	$2,300.00 USD	$2,300.00 USD	Thu, 17 Apr, 2025	$237.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 24'X40'FIRE ALARM WIRING
Supplier Part Number 1555101148

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
17	PVC ROOF SYSTEM KITCHEN)	1.00	each	$500.00 USD	$500.00 USD	Thu, 17 Apr, 2025	$47.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PVC ROOF SYSTEM KITCHEN)
Supplier Part Number 1555101625

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
18	O- AIR CURTAIN TYPE 2B	6.00	each	$2,500.00 USD	$15,000.00 USD	Thu, 17 Apr, 2025	$1,425.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O- AIR CURTAIN TYPE 2B
Supplier Part Number 1555101547

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
19	SKIRTING PER LINEAR FOOT	128.00	foot	$25.00 USD	$3,200.00 USD	Thu, 17 Apr, 2025	$304.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description SKIRTING PER LINEAR FOOT
Supplier Part Number Option-5

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
20	O- EQUIPMENT SEISMIC RESTRAINTS	58.00	each	$500.00 USD	$29,000.00 USD	Thu, 17 Apr, 2025	$2,755.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description O- EQUIPMENT SEISMIC RESTRAINTS
Supplier Part Number 1555101548

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
21	PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE	2.00	each	$16,800.00 USD	$33,600.00 USD	Thu, 17 Apr, 2025	$3,192.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE
Supplier Part Number KITCHEN

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
22	PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE	2.00	each	$3,250.00 USD	$6,500.00 USD	Thu, 17 Apr, 2025	$617.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE
Supplier Part Number KITCHEN or SCRAMBLE - Intermediate

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
23	PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE	2.00	each	$7,873.00 USD	$15,746.00 USD	Thu, 17 Apr, 2025	$1,495.87 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE
Supplier Part Number KITCHENorSCRAMBLE-8' iNTEGRATED

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
24	SKIRTING PER LINEAR FOOT	128.00	foot	$25.00 USD	$3,200.00 USD	Thu, 17 Apr, 2025	$304.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description SKIRTING PER LINEAR FOOT
Supplier Part Number Option-5

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
25	PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE	1.00	each	$1,550.00 USD	$1,550.00 USD	Thu, 17 Apr, 2025	$147.25 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE
Supplier Part Number Option - 4' x 3'

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
26	PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE	2.00	each	$2,800.00 USD	$5,600.00 USD	Thu, 17 Apr, 2025	$532.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE
Supplier Part Number Option 4' W Stair 30" H

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
27	PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE	1.00	each	$48,100.00 USD	$48,100.00 USD	Thu, 17 Apr, 2025	$4,569.50 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description PROV-INSTALL TMP LANDRAMP WSKRTGI-TOE
Supplier Part Number 1555101655

Line Item Text

Important Delivery Information
SupplierID 1000017127

Material Number Export
Material PO Text

Net Amount	$1,348,180.45 USD
Taxes	$128,077.14 USD
Gross Amount	$1,476,257.59 USD

Attachments
Comments

VendorName Premier Culinary Solutions, Inc.
Contact
1530 S. Lewis Street
Anaheim, CA 92805
United States
Phone: +1 951-377-3498
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000054440
Date Created Mon, 10 Mar, 2025

ID
Name Premier Culinary Solutions, Inc.

Preparer MICHAEL INES
Issued Date Mon, 10 Mar, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

The Los Angeles Unified School District is moving its procurement to payables processes to SAP Business Network and an invitation from the Ariba Network to update your LAUSD profile was sent out to the email address on file between October and February 2024. If you have not received an invitation, please email Vendor Services at psg-vsu@lausd.net or call (562)654-9404. If you received a purchase order(s) prior to the transition to the Ariba Network, please continue to submit your invoice in PDF format to LAUSD's centralized Accounts Payable invoice email address invoices@lausd.net

To All Suppliers:

Insurance Requirements:

Vendors must adhere to LAUSD insurance requirements for all contracts and purchase orders. The insurance requirements can be found here: https://achieve.lausd.net/Page/6714. Please forward proof of insurance to the contract sponsor or purchase order issuer.

Fingerprinting Requirements:

Vendors must adhere to LAUSD fingerprinting requirements for all contracts and purchase orders. The fingerprinting requirements can be found here: https://achieve.lausd.net/Page/2793. Please forward proof of fingerprinting compliance/DOJ clearance to the contract sponsor or purchase order issuer.

Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Vendor - Net 45 Days

Line Item Details (11 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	Roll-In Refrigerator	2.00	each	$16,220.60 USD	$32,441.20 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description Traulsen RRI132HUT-FHS
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	Milk Cooler	1.00	each	$6,010.15 USD	$6,010.15 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description Traulsen RMC49S4
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	Pass-Thru Mobile Heated Cabinet	2.00	each	$7,040.05 USD	$14,080.10 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description Cres Cor H138NPS1832CLA15A
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	Beverage Counter	2.00	each	$7,494.09 USD	$14,988.18 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description Multiteria ULS72
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	Modular Cold Food Counter	2.00	each	$12,698.27 USD	$25,396.54 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description Multiteria CLS72
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	Modular Cashier Counter	1.00	each	$5,287.76 USD	$5,287.76 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description Multiteria CSE30
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	Solid Shelving	4.00	each	$245.57 USD	$982.28 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description Metro 1448NFS
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	Adjustable Leveling Bolt	4.00	each	$15.40 USD	$61.60 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 74P Super Erecta SiteSelect Post, 74-1/2"H
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	Wine Shelving Wall Clamp	4.00	each	$6.08 USD	$24.32 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 9984C
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
10	Stainless Steel Worktable	3.00	each	$1,622.40 USD	$4,867.20 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description 48" Wide with drawer
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
11	Stainless Steel Worktable - ADA	1.00	each	$1,170.00 USD	$1,170.00 USD	Thu, 1 May, 2025	$0.00 USD		

ShipTo(Plant)
MARQUEZ CHARTER SCHOOL
16821 MARQUEZ AVE
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-454-4019
Full Description ADA compliant
Premier Culinary Solutions
Supplier Part Number

Line Item Text

Important Delivery Information
SupplierID 1000030398

Material Number Export
Material PO Text

Net Amount	$105,309.33 USD
Taxes	$0.00 USD
Gross Amount	$105,309.33 USD

Attachments
Comments

VendorName KEMP BROS CONSTRUCTION, INC.
Contact
10135 Geary Ave
Santa Fe Springs, CA 90670-3253
United States
Phone: +1 5622365000
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By EMMA PANGELINAN

Deliver To EMMA PANGELINAN

Purchase Order 8000065465
Date Created Fri, 18 Apr, 2025

ID C9344
Name KEMP BROS CONSTRUCTION, INC.

Preparer EMMA PANGELINAN
Issued Date Fri, 18 Apr, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

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Insurance Requirements:

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Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Now due and payable

Line Item Details (1 Line Item)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	MARQUEZ CES, Fire Damage, 10375042	7,889,000.00	AU Activity Unit	$1.00 USD	$7,889,000.00 USD	Fri, 25 Apr, 2025	$0.00 USD		

ShipTo(Plant)
SCHOOLS AND OFFICES
333 S BEAUDRY AVE
LOS ANGELES, CA 90017
United States
Phone: +1 213 241-1000
Full Description MARQUEZ CES, Fire Damage, 10375042
Supplier Part Number

Line Item Text Line 1:
ERF 226265 Base Award $7,889,000
Fire Damage Site Clearance and Remediation - Interim Housing Village / System Utilities - Marquez ES

Important Delivery Information
SupplierID 1000006365

Material Number Export
Material PO Text

Net Amount	$7,889,000.00 USD
Taxes	$0.00 USD
Gross Amount	$7,889,000.00 USD

Attachments
Comments

- COMMENT by **EMMA PANGELINAN** on *04/18/2025*
  c#2510169/ C9344
  Marquez Charter ES - Fire Damage Site Clearance and Remediation

  Line 1: ERF 226265

April 18, 2025

SENT VIA EMAIL: mrettig@kempbros.com

KEMP BROS. CONSTRUCTION, INC.
ATTN: Mark T. Rettig, Vice President
10135 Geary Avenue
Santa Fe Springs, CA 90670

NOTICE OF AWARD

Bid /Contract No.:	**2510169 (COLIN # 10375042)**
Project Name:	**MARQUEZ CHARTER ELEMENTARY SCHOOL (SCOPE ID 228850)**
Description:	**INTERIM HOUSING (EMERGENCY) (PSA) (COST CENTER 1516401)**
Contract Amount:	**$7,889,000.00**
Contract Duration:	**110 CALENDAR DAYS**

This is your notice that you have been awarded the contract for the above-referenced project on **APRIL 18, 2025,** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT.**

The executed Bid and Acceptance form is attached. **Copies of the Contract Documents shall be provided upon Contractor's request by contact our office** at (213) 241-1188.

Please contact your project Owner Authorized Representative (OAR), Alejandro Perelmuter, at **(213) 241-3431**, **regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.**

Should you have any questions regarding award of contract, please contact the undersigned at (213) 241-xxxx.

Sincerely,

Karmina McCarthy

Karmina McCarthy
Assistant Contract Administration Analyst

c: Maria Thorpe, Program Manager
Alejandro Perelmuter, OAR
Inspection Section
John McEvoy
Willis Towers Watson
Existing Facilities P/S

Docusign Envelope ID: C0772670-33C7-437E-9A32-937C16BF2D08

BID AND ACCEPTANCE FORM

Bidder Name: Kemp Bros. Construction, Inc.

1.01 BID SUBMISSION INSTRUCTIONS

A. **Submit this form, along with all other required bid forms, electronically as indicated in Section 00 2113 - Instructions to Bidders. The bid shall be submitted by the Bid Due Date.**

B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.

C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: Before 3:00 P.M. on April 10, 2025

The only acceptable time of receipt is the date/time stamp imprinted upon the bid package by the representative of Facilities Contracts.

1.03 PROJECT IDENTIFICATION:

A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: **Marquez Elementary School – Interim Housing**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number
1	2	3									

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

A. Bidder will complete the Work in accordance with the Contract Documents for the following base bid amount:

($ 7,889,000.00)
(numeric figures)

1.06 BID ITEMS **N/A**

Public Contract Code Section 20103.8 (a) - The base bid amount shall be used to determine the lowest bid amount.

A. A complete description of bid items are set forth in Section 01 2300 – Alternates (Bid Items).

1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. **N/A**

1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

1.09 BASIS OF AWARD OF CONTRACT:

Docusign Envelope ID: C0772670-33C7-437E-9A32-937C16BF2D08

A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.

B. {If the Bidding Documents contain additive or deductive bid items, the lowest responsive bid will be determined pursuant to Public Contract Code Section 20103.8 (a). That statute requires the lowest bid shall be the lowest bid price on the lowest base bid without consideration of the prices on the additive or deductive bid items. The use of Section 20103.8 (a) to determine the lowest bid price does not preclude the OWNER from adding to, or deducting from, the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.}

B. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with the following titled Project:

MARQUEZ CHARTER
2510169 – 10375042 / SCOPE 228850

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be 110 calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

To the fullest extent permitted by law, the CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board, the OCIP Administrator, and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;

2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;

3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and

4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

Article 4 - Insurance

The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of

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insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

Article 5 - Bonding

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Contract Amount and contain the terms and conditions required by Articles 5.16 through 5.17 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

Article 7 - Lead Renovation, Repair & Paint (RRP) Rule Requirements

A. Bidder Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.
3. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification.
4. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, telecommunication, remodeling, and repair/maintenance firms.

B. General Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Contractor (Firm) performing lead-related construction work must possess a current US EPA Lead-Safe Renovator Firm training completion certificate and provide a copy of the USEPA Lead-Safe Renovator Firm Certificate. *The certificate must be submitted prior to starting work.*
3. Each laborer/journeyperson level worker performing lead-related construction work must possess a current USEPA Lead Renovation, Repair and Paint ("RRP") Rule training completion certificate and *provide a copy* of the USEPA Lead Renovation, Repair and Paint ("RRP") Rule Certificate. *The certificate must be submitted prior to starting work.*

Article 8 - Internal Revenue Code Section 179D

For the purposes of this section, the term "CONTRACTOR" shall refer to the Architect-Engineer or other entity with whom the OWNER has entered into the Contract and that would qualify as the entity primarily responsible for designing certain energy efficient improvements for property owned by a Federal, State, or local government or a political subdivision as defined by Internal Revenue Code Section 179D, as amended ("Section 179D").

If this contract pertains to a project that includes energy-efficiency improvements to (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR qualifies as a "Designer" of these improvements, CONTRACTOR may opt to be treated as the taxpayer for the purposes of Section 179D, and if so, shall coordinate the allocation of that deduction as follows:

1. LAUSD has retained an Energy Policy Act ("EPAct") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPAct Coordinator is authorized.

2. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal net values for both parties, where net value is defined as the value of the benefit remaining after relevant adjustments are made. (See paragraph 5 below.) The form of the rebate will be a check payable to Los Angeles Unified School District issued within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.

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3. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within 15 days of obtaining it.

4. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will sign and submit to CONTRACTOR within 15 days of FLGF's receipt of the certification.

5. CONTRACTOR will submit to the U.S. Internal Revenue Service a tax return (or amended tax return) that includes the Section 179D deduction. Within 15 days of receiving the tax refund or other benefit of the tax deduction, CONTRACTOR will provide all information necessary for EPAct Coordinator to calculate the gross and net values of the tax benefit, where the gross value to LAUSD will be the amount of the check to be issued by CONTRACTOR to LAUSD (i.e. the rebate); the net value, which will be equal for both parties, will be the value of the benefit remaining after all relevant adjustments for each party have been made. CONTRACTOR's information needed for the calculation just mentioned will consist of invoices for legal, accounting, and certification services; an adjustment will also be made for the value of the tax deductibility of CONTRACTOR's rebate to LAUSD. LAUSD's relevant adjustment will consist of its fee and expenses for the EPAct Coordinator. (See attached Sample 179D Assumptions and Calculations.)

6. EPAct Coordinator will provide this calculation to CONTRACTOR so that CONTRACTOR can submit the rebate check to LAUSD. The check must be delivered to FLGF within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return.

7. CONTRACTOR will remain solely liable for any penalties, interest, or costs that might result from the preparation, submittal, or any other future disposition of its claim of the Section 179D tax deduction. If this contract pertains to a project that includes energy-efficiency improvements to be installed in a building as part of (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR does not qualify as a "Designer" of these improvements according to Section 179D, then CONTRACTOR will identify its Designer subcontractors and the energy-efficiency improvements for which each subcontractor is responsible so that LAUSD can contact them directly regarding possible allocation of LAUSD's Section 179D tax deduction benefits.

BID DATE: April 10, 20 25

By Kemp Bros. Construction, Inc. (SEAL)
(Firm Name as it appears on Contractor's State License)

Mark T. Rettig
(Authorized person to sign bid – print name)

(Signature of authorized person to sign bid)

Business Address: 10135 Geary Avenue
Santa Fe Springs, California 90670

Phone No. (562) 236-5000 ext. 227

Fax No. (562) 236-5010

Email Address mrettig@kempbros.com

Docusign Envelope ID: C0772670-33C7-437E-9A32-937C16BF2D08

FOR FC USE ONLY
Contract Number 2510169
☑ with Plans ☑ with Specs

1.10 ACCEPTANCE

This Contract is made and entered into on the date set forth on Page 4 of this Contract, by and between the Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and

KEMP BROS. CONSTRUCTION, INC.,
{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts }
_____, a CORPORATION.
{sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as **MARQUEZ CHARTER** and commonly referred to as **INTERIM HOUSING**

CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 9 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of SEVEN MILLION, EIGHT HUNDRED EIGHTY-NINE THOUSAND DOLLARS AND 00/100
(To be filled in by OWNER / Office of Facilities Contracts)
($ 7,889,000.00 **),** subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on 4/18/2025, 20_____ at Los Angeles, California.
(To be filled in by Chief Procurement Officer, Deputy Chief Procurement Officer (Facilities) (up to $20M), Director of Facilities Contracts (up to $10M), Sr. Contract Administration Manager (up to $5M), Contract Administration Manager (up to $2.5M), Assistant Contract Administration Manager (up to $1M), or Contract Administration Analyst (up to $500K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

DocuSigned by:
By: Jorge Ballardo
C0F103E8553949F...
CHIEF PROCUREMENT OFFICER, DEPUTY CHIEF PROCUREMENT OFFICER (FACILITIES), DIRECTOR OF FACILITIES CONTRACTS, SR. CONTRACT ADMINISTRATION MANAGER, CONTRACT ADMINISTRATION MANAGER, ASSISTANT CONTRACT ADMINISTRATION MANAGER, OR CONTRACT ADMINISTRATION ANALYST

BLUE INK SIGNATURE REQUESTED
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE BID NON-RESPONSIVE

END OF DOCUMENT

Los Angeles Unified School District
PROCUREMENT SERVICES DIVISION
333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017
Telephone (213) 241-3087 * Fax (213) 241-2853

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations

CHRISTOPHER D. MOUNT-BENITES
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

MATTHEW A. FRIEDMAN
Interim Chief Procurement Officer

April 18, 2025

KEMP BROS CONSTRUCTION, INC.
10135 Geary Ave
Santa Fe Springs, CA 90670-3253

Attn: Mark T. Rettig, Vice President
Email: mrettig@kempbros.com

This is your **NOTICE TO PROCEED** in connection with:

SAP Contract # / Bid # / PO #:	**C9344 / 2510169 / 8000065465**
Proj ID / Scope ID/ Cost Center:	**10375042 / 228850/ 1516401**
School Name:	**Marquez Charter ES**
Project Name:	**Marquez Charter ES - Fire Damage Site Clearance and Remediation**
Scope Description:	**Interim Housing Village / System Utilities - Marquez ES**
Contract Amount:	**$7,889,000.00**

The period for completion of the subject work, according to the contract, is as follows:

Start Date: 4/21/2025 **Duration: 110 Calendar Days** **Completion Date: 8/8/2025**

The estimated Substantial Completion date for this contract is **7/18/2025**.

Your attention is called to the Contract provisions with reference to the liquidated damages in the event the work is not completed within the Contract Time and/or Milestones.

Before you accept the site for construction, you are required to make a survey of the site with the assigned Project Inspector. Damages and irregularities existing on the site, not noted during the preconstruction survey, will be assumed to be caused by your operation.

The Owner Authorized Representative (OAR) will be the focal point for all formal communication on this project from this date on. Your OAR is ALEJANDRO PERELMUTER, and may be reached at (213)241-3431.

Electronically Signed by **Minnie Lee on behalf of KARMINA MCCARTHY** on **April 18, 2025 03:28 PM**

Contract Administration Analyst

Docusign Envelope ID: 54CF73DE-09A9-4A1A-880D-7EED8B4945D0

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT

This Architectural and Engineering Services Agreement (this **"Agreement")** is made and entered into as of the effective date indicated below, by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT (the **"District"** or **"LAUSD")** and the following entity or individual:

Architect-Engineer		
DLR Group, Inc.		
Address		
700 Flower Street, 22nd Floor, Los Angeles, CA 90017		
Contact Name Jesse Miller	*Title* AIA, Principal, K12 Education Leader	*Email Address* jmiller@dlrgroup.com
Telephone No. (951) 682-0470	SAP *Vendor 10/Ariba #* 1000004921	*DIR Registration No.* 1000033180

hereinafter, the "Architect-Engineer" or "Consultant."

The Architect-Engineer, in consideration of the covenants, conditions, and agreements herein contained, does hereby agree to furnish labor, materials, and equipment and all other things necessary to perform the services described in the Scope of Services contained in Exhibit A hereto (the "Services") for the project referenced below

Project Name	***Project#***	***School Name***	***Construction Budget***
Temporary Use Buildings for Fire Recovery Project	10375041	Palisades Charter High School	$11,414,031

Services: The Architect-Engineer shall provide services related and incidental to the Temporary Use Buildings for Fire Recovery Project Phase 1.

Agreement Parts: The Architect-Engineer shall provide the Services, and otherwise perform, in accordance with the terms of this Agreement. This Agreement consists of this page together with all of the following documents, each of which is, by this reference, incorporated into and made a part of this Agreement:

- **Exhibit A** - ***Scope of Services, including latest approved Program of Facilities Requirements and Construction Budget for the project,*** consisting of 18 pages;
- **Exhibit B** - ***Fee and Payment Schedule,*** consisting of 6 pages;
- **Exhibit C** - ***Required Deliverables,*** consisting of 1 page;
- **Exhibit D** - ***Definitions,*** consisting of 7 pages;
- **Exhibit E** - ***Terms and Conditions,*** consisting of 22 pages;
- **Exhibit F** - ***Insurance Requirements,*** consisting of 3 pages;
- **Exhibit G** - ***Code of Conduct,*** consisting of 19 pages;
- **Exhibit H** - ***Drug-Free Work Environment,*** consisting of 4 pages;
- **Exhibit I** - ***Provisions Required of Federally Funded Contracts (As Applicable),*** consisting of 14 pages; and
- **Exhibit J** - ***Approved Hourly Billing Rates for Architect-Engineer and their consultants,*** consisting of 3 pages.

Agreement Amount: The District's total financial obligation under this Agreement shall be a lump sum amount of **$627,197.04 (Six hundred twenty-seven thousand, one hundred ninety-seven dollars and four cents),** to be paid in accordance with Exhibit B.

This Agreement shall be effective as of the date it is signed by an authorized representative of the District. This Agreement is not valid and no payment is authorized hereunder until it is so signed.

THE DISTRICT	**ARCHITECT-ENGINEER**	
Authorized Signature	*Legal Form (i.e., corporation, partnership, dba, etc.)* DLR Group, Inc.	
DocuSigned by: Christy Guzman 9552D955D9F24F8...	*Authorized Signature* By:	*Date* 04/14/2025
Christy Guzman Assistant Contract Administration Manager	*Printed Name and Title of Person Signing* Jesse Miller K12 Education Leader	
Date 4/15/2025	*License No.* C32306	*Fed. Tax ID No.* 94-3292360

Original Counterparts to the Architect-Engineer and to Facilities Contract

VendorName MCGRATH RENT CORP
Contact
5700 LAS POSITAS ROAD
LIVERMORE, CA 94551
United States
Phone: +1 925-453-3417
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000062348
Date Created Tue, 8 Apr, 2025

ID C830-V5
Name MCGRATH RENT CORP

Preparer MICHAEL INES
Issued Date Tue, 8 Apr, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

The Los Angeles Unified School District is moving its procurement to payables processes to SAP Business Network and an invitation from the Ariba Network to update your LAUSD profile was sent out to the email address on file between October and February 2024. If you have not received an invitation, please email Vendor Services at psg-vsu@lausd.net or call (562)654-9404. If you received a purchase order(s) prior to the transition to the Ariba Network, please continue to submit your invoice in PDF format to LAUSD's centralized Accounts Payable invoice email address invoices@lausd.net

To All Suppliers:

Insurance Requirements:

Vendors must adhere to LAUSD insurance requirements for all contracts and purchase orders. The insurance requirements can be found here: https://achieve.lausd.net/Page/6714. Please forward proof of insurance to the contract sponsor or purchase order issuer.

Fingerprinting Requirements:

Vendors must adhere to LAUSD fingerprinting requirements for all contracts and purchase orders. The fingerprinting requirements can be found here: https://achieve.lausd.net/Page/2793. Please forward proof of fingerprinting compliance/DOJ clearance to the contract sponsor or purchase order issuer.

Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Vendor - Net 45 Days

Line Item Details (23 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	36-MOS LEASE - NEW STD CLSRM	1,140.00	month	$995.01 USD	$1,134,311.40 USD	Thu, 1 May, 2025	$107,759.58 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description 36-MOS LEASE - NEW STD CLSRM
Supplier Part Number 1555101704

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	DELIVERY COST-STD CLSRM, LEASED, USED	19.00	each	$2,400.00 USD	$45,600.00 USD	Thu, 1 May, 2025	$4,332.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description DELIVERY COST-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-6

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	INSTALLATION-STD CLSRM, LEASED, USED	19.00	each	$7,000.00 USD	$133,000.00 USD	Thu, 1 May, 2025	$12,635.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description INSTALLATION-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	AIR BALANCING WITH REPORT	19.00	each	$1,100.00 USD	$20,900.00 USD	Thu, 1 May, 2025	$1,985.50 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555101000

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	SCREEN SET - 1 QUICK RELEASE 1 FIXED	19.00	set	$1,300.00 USD	$24,700.00 USD	Thu, 1 May, 2025	$2,346.50 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description SCREEN SET - 1 QUICK RELEASE 1 FIXED
Supplier Part Number 1555101376

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	912.00	foot	$12.00 USD	$10,944.00 USD	Thu, 1 May, 2025	$1,039.68 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	19.00	each	$120.00 USD	$2,280.00 USD	Thu, 1 May, 2025	$216.60 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	REMOVAL COST STD CLSRM, LEASE, USED	19.00	each	$6,000.00 USD	$114,000.00 USD	Thu, 1 May, 2025	$10,830.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description REMOVAL COST STD CLSRM, LEASE, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-4

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	36-MOS LEASE - NEW STD CLSRM	120.00	month	$995.01 USD	$119,401.20 USD	Thu, 1 May, 2025	$11,343.11 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description 36-MOS LEASE - NEW STD CLSRM
Supplier Part Number 1555101704

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
10	DELIVERY COST-STD CLSRM, LEASED, USED	2.00	each	$2,400.00 USD	$4,800.00 USD	Thu, 1 May, 2025	$456.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description DELIVERY COST-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-6

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
11	INSTALLATION-STD CLSRM, LEASED, USED	2.00	each	$7,000.00 USD	$14,000.00 USD	Thu, 1 May, 2025	$1,330.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description INSTALLATION-STD CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
12	AIR BALANCING WITH REPORT	2.00	each	$1,100.00 USD	$2,200.00 USD	Thu, 1 May, 2025	$209.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555101000

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
13	SCREEN SET - 1 QUICK RELEASE 1 FIXED	2.00	set	$1,300.00 USD	$2,600.00 USD	T u, 1 May, 2 25	$ 47.00 U D		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description SCREEN SET - 1 QUICK RELEASE 1 FIXED
Supplier Part Number 1555101376

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
14	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	96.00	foot	$12.00 USD	$1,152.00 USD	Thu, 1 May, 2025	$109.44 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
15	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	2.00	each	$120.00 USD	$240.00 USD	Thu, 1 May, 2025	$22.80 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
16	REMOVAL COST STD CLSRM, LEASE, USED	2.00	each	$6,000.00 USD	$12,000.00 USD	Thu, 1 May, 2025	$1,140.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description REMOVAL COST STD CLSRM, LEASE, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-4

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
17	36-MOSLSENEWRSTRMBGWJNTRRMSNKBGMW	120.00	month	$1,909.44 USD	$229,132.80 USD	Thu, 1 May, 2025	$21,767.62 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description 36-MOSLSENEWRSTRMBGWJNTRRMSNKBGMW
Supplier Part Number 1555101734

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
18	DELIVERY COST-RSTRM BOYSGIRLS LEAS USED	2.00	each	$1,975.00 USD	$3,950.00 USD	Thu, 1 May, 2025	$375.25 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description DELIVERY COST-RSTRM BOYSGIRLS LEAS USED
Supplier Part Number Also for B/G/M/W Rstrm - Ann/M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
19	INSTALLATION-RSTRM BOYSGIRLS, LEASE USED	2.00	each	$6,750.00 USD	$13,500.00 USD	Thu, 1 May, 2025	$1,282.50 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description INSTALLATION-RSTRM BOYSGIRLS,LEASE USED
Supplier Part Number Same for B/G/M/W - Ann./M2M

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
20	INSTPLMBMNFDRSTRMBGWJNTRRMSNKBGMW	2.00	each	$8,700.00 USD	$17,400.00 USD	Thu, 1 May, 2025	$1,653.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description INSTPLMBMNFDRSTRMBGWJNTRRMSNKBGMW
Supplier Part Number 1555101736

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
21	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	48.00	foot	$12.00 USD	$576.00 USD	Thu, 1 May, 2025	$54.72 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
22	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	2.00	each	$120.00 USD	$240.00 USD	Thu, 1 May, 2025	$22.80 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
23	REMOVAL COST RESTROOM BG, LEASE, USED	2.00	each	$4,650.00 USD	$9,300.00 USD	Thu, 1 May, 2025	$883.50 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description REMOVAL COST RESTROOM BG, LEASE, USED
Supplier Part Number Same for B/G/M/W

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

Net Amount	$1,916,227.40 USD
Taxes	$182,041.60 USD
Gross Amount	$2,098,269.00 USD

Attachments
Comments

VendorName MCGRATH RENT CORP
Contact
5700 LAS POSITAS ROAD
LIVERMORE, CA 94551
United States
Phone: +1 925-453-3417
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000064588
Date Created Tue, 15 Apr, 2025

ID C830-V6
Name MCGRATH RENT CORP

Preparer MICHAEL INES
Issued Date Tue, 15 Apr, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

The Los Angeles Unified School District is moving its procurement to payables processes to SAP Business Network and an invitation from the Ariba Network to update your LAUSD profile was sent out to the email address on file between October and February 2024. If you have not received an invitation, please email Vendor Services at psg-vsu@lausd.net or call (562)654-9404. If you received a purchase order(s) prior to the transition to the Ariba Network, please continue to submit your invoice in PDF format to LAUSD's centralized Accounts Payable invoice email address invoices@lausd.net

To All Suppliers:

Insurance Requirements:

Vendors must adhere to LAUSD insurance requirements for all contracts and purchase orders. The insurance requirements can be found here: https://achieve.lausd.net/Page/6714. Please forward proof of insurance to the contract sponsor or purchase order issuer.

Fingerprinting Requirements:

Vendors must adhere to LAUSD fingerprinting requirements for all contracts and purchase orders. The fingerprinting requirements can be found here: https://achieve.lausd.net/Page/2793. Please forward proof of fingerprinting compliance/DOJ clearance to the contract sponsor or purchase order issuer.

Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Vendor - Net 45 Days

Line Item Details (9 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	YR3-STANDARD DBL CLASSROOM, LEASE, USED	60.00	month	$1,300.50 USD	$78,030.00 USD	Thu, 1 May, 2025	$7,412.85 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description YR3-STANDARD DBL CLASSROOM, LEASE, USED
Supplier Part Number 1555100071

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	DELIVERY COST-STD DBL CLSRM, LEASED,USED	1.00	each	$4,600.00 USD	$4,600.00 USD	Thu, 1 May, 2025	$437.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description DELIVERY COST-STD DBL CLSRM, LEASED,USED
Supplier Part Number W/Without Sink. / Ann. or M2M-3

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	INSTALLATION-STD DBL CLSRM, LEASED, USED	1.00	each	$14,100.00 USD	$14,100.00 USD	Thu, 1 May, 2025	$1,339.50 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description INSTALLATION-STD DBL CLSRM, LEASED, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-1

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	AIR BALANCING WITH REPORT	1.00	each	$2,000.00 USD	$2,000.00 USD	Thu, 1 May, 2025	$190.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description AIR BALANCING WITH REPORT
Supplier Part Number 1555102000

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	SCREEN SET - 1 QUICK RELEASE 1 FIXED	2.00	set	$1,300.00 USD	$2,600.00 USD	Thu, 1 May, 2025	$247.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description SCREEN SET - 1 QUICK RELEASE 1 FIXED
Supplier Part Number 1555101376

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	O-UPGR. FLR. LD. TO 65 PSF-24X40 ADMNUSE	2.00	each	$3,000.00 USD	$6,000.00 USD	Thu, 1 May, 2025	$570.00 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGR. FLR. LD. TO 65 PSF-24X40 ADMNUSE
Supplier Part Number 1555101510

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF	96.00	foot	$12.00 USD	$1,152.00 USD	Thu, 1 May, 2025	$109.44 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.GUTRS-WLDURBINTRFC-CBC7A-707A LF
Supplier Part Number 1555101503

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A	1.00	each	$120.00 USD	$120.00 USD	Thu, 1 May, 2025	$11.40 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description O-UPGD.SKRTVNTS-WLDURBINTRFC-CBC7A-707A
Supplier Part Number 1555101502

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	REMOVAL COST STD DBL CLSRM, LEASE, USED	1.00	each	$11,900.00 USD	$11,900.00 USD	Thu, 1 May, 2025	$1,130.50 USD		

ShipTo(Plant)
PALISADES CHARTER HS
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272
United States
Phone: +1 310-230-6623
Full Description REMOVAL COST STD DBL CLSRM, LEASE, USED
Supplier Part Number W/Without Sink. / Ann. or M2M-5

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

Net Amount	$120,502.00 USD
Taxes	$11,447.69 USD
Gross Amount	$131,949.69 USD

Attachments
Comments

VendorName MCGRATH RENT CORP
Contact
5700 LAS POSITAS ROAD
LIVERMORE, CA 94551
United States
Phone: +1 925-453-3417
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By MICHAEL INES

Deliver To MICHAEL INES

Purchase Order 8000064309
Date Created Tue, 15 Apr, 2025

ID C830-V6
Name MCGRATH RENT CORP

Preparer MICHAEL INES
Issued Date Tue, 15 Apr, 2025

Terms and Conditions
DELIVERY REQUIREMENTS AND LOCATIONS:
Invoicing Terms And Conditions of Purchase
Delivery Instructions:

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To All Suppliers:

Insurance Requirements:

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Fingerprinting Requirements:

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Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Vendor - Net 45 Days

Line Item Details (15 Line Items)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	36MO. LEASE OF TMP RESTROOM RAMP >30IN. WITH ...	120.00	month	$420.00 USD	$50,400.00 USD	Thu, 1 May, 2025	$4,914.00 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description 36MO. LEASE OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
2	INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH...	2.00	each	$5,100.00 USD	$10,200.00 USD	Thu, 1 May, 2025	$994.50 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
3	RAMP SKIRTING INSTALLATION PER LN FT	152.00	foot	$18.00 USD	$2,736.00 USD	Thu, 1 May, 2025	$266.76 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description RAMP SKIRTING INSTALLATION PER LN FT
Supplier Part Number 1555101031

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
4	RAMP SKIRTING REMOVAL PER LN FT	152.00	foot	$6.00 USD	$912.00 USD	Thu, 1 May, 2025	$88.92 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description RAMP SKIRTING REMOVAL PER LN FT
Supplier Part Number 1555101035

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
5	REMOVAL OF TMP RESTROOM RAMP >30IN. WITH PICKETS	2.00	each	$3,300.00 USD	$6,600.00 USD	Thu, 1 May, 2025	$643.50 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description REMOVAL OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
6	36MO. LEASE OF TMP SWITCHBACK RAMP >30IN. ...	1,260.00	month	$410.00 USD	$516,600.00 USD	Thu, 1 May, 2025	$50,368.50 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description 36MO. LEASE OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
7	INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH...	21.00	each	$5,100.00 USD	$107,100.00 USD	Thu, 1 May, 2025	$10,442.25 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
8	RAMP SKIRTING INSTALLATION PER LN FT	903.00	foot	$18.00 USD	$16,254.00 USD	Thu, 1 May, 2025	$1,584.77 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description RAMP SKIRTING INSTALLATION PER LN FT
Supplier Part Number 1555101031

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
9	RAMP SKIRTING REMOVAL PER LN FT	903.00	foot	$6.00 USD	$5,418.00 USD	Thu, 1 May, 2025	$528.26 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description RAMP SKIRTING REMOVAL PER LN FT
Supplier Part Number 1555101035

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
10	REMOVAL OF TMP RESTROOM RAMP >30IN. WITH PICKETS	21.00	each	$3,300.00 USD	$69,300.00 USD	Thu, 1 May, 2025	$6,756.75 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description REMOVAL OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
11	36MO. LEASE OF TMP SWITCHBACK RAMP >30IN. ...	120.00	month	$410.00 USD	$49,200.00 USD	Thu, 1 May, 2025	$4,797.00 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description 36MO. LEASE OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
12	INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH...	2.00	each	$5,100.00 USD	$10,200.00 USD	Thu, 1 May, 2025	$994.50 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description INSTALLATION OF TMP RESTROOM RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
13	RAMP SKIRTING INSTALLATION PER LN FT	86.00	foot	$18.00 USD	$1,548.00 USD	Thu, 1 May, 2025	$150.93 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description RAMP SKIRTING INSTALLATION PER LN FT
Supplier Part Number 1555101031

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
14	RAMP SKIRTING REMOVAL PER LN FT	86.00	foot	$6.00 USD	$516.00 USD	Thu, 1 May, 2025	$50.31 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description RAMP SKIRTING REMOVAL PER LN FT
Supplier Part Number 1555101035

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
15	REMOVAL OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS	2.00	each	$3,300.00 USD	$6,600.00 USD	Thu, 1 May, 2025	$643.50 USD		

ShipTo(Plant)
ASSET MANAGEMENT-CENTRAL OFF
333 S BEAUDRY AVE
23RD FLOOR
LOS ANGELES, CA 90017
United States
Phone: +1 213-241-8683
Full Description REMOVAL OF TMP SWITCHBACK RAMP >30IN. WITH PICKETS
Supplier Part Number As per Amendment No. 1 APRIL 2025

Line Item Text

Important Delivery Information
SupplierID 1000002977

Material Number Export
Material PO Text

Net Amount	$853,584.00 USD
Taxes	$83,224.44 USD
Gross Amount	$936,808.44 USD

Attachments
Comments

VendorName KEMP BROS CONSTRUCTION, INC.
Contact
10135 Geary Ave
Santa Fe Springs, CA 90670-3253
United States
Phone: +1 5622365000
Bill To
LAUSD Accounts Payable
PO BOX 54306
Los Angeles, CA 90054-0306
United States
Ordered By EMMA PANGELINAN

Deliver To EMMA PANGELINAN

Purchase Order 8000065487
Date Created Fri, 18 Apr, 2025

ID C9372
Name KEMP BROS CONSTRUCTION, INC.

Preparer EMMA PANGELINAN
Issued Date Fri, 18 Apr, 2025

Terms and Conditions

DELIVERY REQUIREMENTS AND LOCATIONS:

Invoicing Terms And Conditions of Purchase

Delivery Instructions:

Delivery Addresses are listed at the Purchase Order line level and may have multiple delivery addresses based on LAUSD needs and requirements. Please ensure careful attention is paid towards the purchase order lines prior to processing.

To Los Angeles Unified School District Existing Suppliers:

The Los Angeles Unified School District is moving its procurement to payables processes to SAP Business Network and an invitation from the Ariba Network to update your LAUSD profile was sent out to the email address on file between October and February 2024. If you have not received an invitation, please email Vendor Services at psg-vsu@lausd.net or call (562)654-9404. If you received a purchase order(s) prior to the transition to the Ariba Network, please continue to submit your invoice in PDF format to LAUSD's centralized Accounts Payable invoice email address invoices@lausd.net

To All Suppliers:

Insurance Requirements:

Vendors must adhere to LAUSD insurance requirements for all contracts and purchase orders. The insurance requirements can be found here: https://achieve.lausd.net/Page/6714. Please forward proof of insurance to the contract sponsor or purchase order issuer.

Fingerprinting Requirements:

Vendors must adhere to LAUSD fingerprinting requirements for all contracts and purchase orders. The fingerprinting requirements can be found here: https://achieve.lausd.net/Page/2793. Please forward proof of fingerprinting compliance/DOJ clearance to the contract sponsor or purchase order issuer.

Purchase Order Terms:

By accepting this Purchase Order, Vendor agrees to all Terms and Conditions at https://www.lausd.org/Page/19828.

For Purchase Orders issued against LAUSD contracts, please refer to Terms and Conditions contained within associated contracts.

Payment Terms Now due and payable

Line Item Details (1 Line Item)

No.	Description	Quantity	Unit of Measure	Price	Amount	Need-by Date	Taxes	Discount	Charges
1	PALISADES CHS, Interim Housing-Fire, 10375041	10,799,000.00	AU Activity Unit	$1.00 USD	$10,799,000.00 USD	Fri, 25 Apr, 2025	$0.00 USD		

ShipTo(Plant)
SCHOOLS AND OFFICES
333 S BEAUDRY AVE
LOS ANGELES, CA 90017
United States
Phone: +1 213 241-1000
Full Description PALISADES CHS, Fire Damage, 10375041
Supplier Part Number

Line Item Text Line 1:
ERF 226264 Base Award $10,799,000
Interim Housing Village / System Utilities

Important Delivery Information
SupplierID 1000006365

Material Number Export
Material PO Text

Net Amount	$10,799,000.00 USD
Taxes	$0.00 USD
Gross Amount	$10,799,000.00 USD

Attachments
Comments

- COMMENT by **EMMA PANGELINAN** on *04/18/2025*
  c# 2510167 / C9344
  Interim Housing / System Utilities

  Line 1: ERF 226264 (ERF has not reached FPPS in Colin as of 4/18/2025);/evp

April 18, 2025

SENT VIA EMAIL: mrettig@kempbros.com

KEMP BROS. CONSTRUCTION INC.
ATTN: Mark T Rettig, Vice President
10135 Geary Avenue
Santa Fe Springs, CA 90670

NOTICE OF AWARD

Bid /Contract No.:	**2510167 (COLIN # 10375041)**
Project Name:	**PALISADES CHARTER HIGH SCHOOL (SCOPE ID 228848)**
Description:	**INTERIM HOUSING (EMERGENCY) (PSA) (COST CENTER 1879801)**
Contract Amount:	**$10,799,000.00**
Contract Duration:	**110 CALENDAR DAYS**

This is your notice that you have been awarded the contract for the above-referenced project on **April 18, 2025,** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT.**

The executed Bid and Acceptance form is attached. **Copies of the Contract Documents shall be provided upon Contractor's request by contact our office** at (213) 241-1188.

Please contact your project Owner Authorized Representative (OAR), Alejandro Perelmuter, at **(213) 241-3431**, **regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.**

Should you have any questions regarding award of contract, please contact the undersigned at (213) 241-7858.

Sincerely,

Minnie Lee

Minnie Lee
Contract Administration Analyst

c: Maria Thorpe, Program Manager
Alejandro Perelmuter, OAR
Inspection Section
John McEvoy
Willis Towers Watson
Existing Facilities P/S

Docusign Envelope ID: 7D6546B7-9B20-4C6C-854F-8B0EA7FB29A6

BID AND ACCEPTANCE FORM

Bidder Name: Kemp Bros. Construction, Inc.

1.01 BID SUBMISSION INSTRUCTIONS

A. **Submit this form, along with all other required bid forms, electronically as indicated in Section 00 2113 - Instructions to Bidders. The bid shall be submitted by the Bid Due Date.**

B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.

C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: **Before 2:00 P.M. on April 10, 2025**

The only acceptable time of receipt is the date/time stamp imprinted upon the bid package by the representative of Facilities Contracts.

1.03 PROJECT IDENTIFICATION:

A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: **PALISADES CHARTER HIGH SCHOOL – INTERIM HOUSING (EMERGENCY) - 10375041 / 228848**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

Number 1	Number 2	Number 3	Number 4	Number 5	Number 6	Number	Number	Number	Number	Number	Number

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

A. Bidder will complete the Work in accordance with the Contract Documents for the following base bid amount:

($ 10,799,000.00)
(numeric figures)

1.06 BID ITEMS – N/A

Public Contract Code Section 20103.8 (a) - The base bid amount shall be used to determine the lowest bid amount.

1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances.

1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

1.09 BASIS OF AWARD OF CONTRACT:

A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.

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B. If the Bidding Documents contain additive or deductive bid items, the lowest responsive bid will be determined pursuant to Public Contract Code Section 20103.8 (a). That statute requires the lowest bid shall be the lowest bid price on the lowest base bid without consideration of the prices on the additive or deductive bid items. The use of Section 20103.8 (a) to determine the lowest bid price does not preclude the OWNER from adding to, or deducting from, the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.

C. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with the following titled Project:

PALISADES CHARTER HIGH SCHOOL – INTERIM HOUSING (EMERGENCY)
10375041 / 228848 / 2510167

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be **110** calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

To the fullest extent permitted by law, the CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board, the OCIP Administrator, and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;

2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;

3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and

4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

Article 4 – Insurance

The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of

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insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

Article 5 – Bonding

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Contract Amount and contain the terms and conditions required by Articles 5.16 through 5.17 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

Article 7 - Lead Renovation, Repair & Paint (RRP) Rule Requirements

A. Bidder Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.
3. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification.
4. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, telecommunication, remodeling, and repair/maintenance firms.

B. General Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Contractor (Firm) performing lead-related construction work must possess a current US EPA Lead-Safe Renovator Firm training completion certificate and provide a copy of the USEPA Lead-Safe Renovator Firm Certificate. *The certificate must be submitted prior to starting work.*
3. Each laborer/journeyperson level worker performing lead-related construction work must possess a current USEPA Lead Renovation, Repair and Paint ("RRP") Rule training completion certificate and *provide a copy* of the USEPA Lead Renovation, Repair and Paint ("RRP") Rule Certificate. *The certificate must be submitted prior to starting work.*

Article 8 - Internal Revenue Code Section 179D

For the purposes of this section, the term "CONTRACTOR" shall refer to the Architect-Engineer or other entity with whom the OWNER has entered into the Contract and that would qualify as the entity primarily responsible for designing certain energy efficient improvements for property owned by a Federal, State, or local government or a political subdivision as defined by Internal Revenue Code Section 179D, as amended ("Section 179D").

If this contract pertains to a project that includes energy-efficiency improvements to (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR qualifies as a "Designer" of these improvements, CONTRACTOR may opt to be treated as the taxpayer for the purposes of Section 179D, and if so, shall coordinate the allocation of that deduction as follows:

1. LAUSD has retained an Energy Policy Act ("EPAct") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPAct Coordinator is authorized.

2. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal net values for both parties, where net value is defined as the value of the benefit remaining after relevant adjustments are made. (See paragraph 5 below.) The form of the rebate will be a check payable to Los Angeles Unified School District issued within 45 days of

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CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.

3. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within 15 days of obtaining it.

4. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will sign and submit to CONTRACTOR within 15 days of FLGF's receipt of the certification.

5. CONTRACTOR will submit to the U.S. Internal Revenue Service a tax return (or amended tax return) that includes the Section 179D deduction. Within 15 days of receiving the tax refund or other benefit of the tax deduction, CONTRACTOR will provide all information necessary for EPAct Coordinator to calculate the gross and net values of the tax benefit, where the gross value to LAUSD will be the amount of the check to be issued by CONTRACTOR to LAUSD (i.e. the rebate); the net value, which will be equal for both parties, will be the value of the benefit remaining after all relevant adjustments for each party have been made. CONTRACTOR's information needed for the calculation just mentioned will consist of invoices for legal, accounting, and certification services; an adjustment will also be made for the value of the tax deductibility of CONTRACTOR's rebate to LAUSD. LAUSD's relevant adjustment will consist of its fee and expenses for the EPAct Coordinator. (See attached Sample 179D Assumptions and Calculations.)

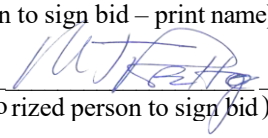
6. EPAct Coordinator will provide this calculation to CONTRACTOR so that CONTRACTOR can submit the rebate check to LAUSD. The check must be delivered to FLGF within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return.

7. CONTRACTOR will remain solely liable for any penalties, interest, or costs that might result from the preparation, submittal, or any other future disposition of its claim of the Section 179D tax deduction. If this contract pertains to a project that includes energy-efficiency improvements to be installed in a building as part of (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR does not qualify as a "Designer" of these improvements according to Section 179D, then CONTRACTOR will identify its Designer subcontractors and the energy-efficiency improvements for which each subcontractor is responsible so that LAUSD can contact them directly regarding possible allocation of LAUSD's Section 179D tax deduction benefits.

BID DATE: April 10, 20 25

By Kemp Bros. Construction, Inc. (SEAL)
(Firm Name as it appears on Contractor's State License)

Mark T. Rettig
(Authorized person to sign bid – print name)


(Signature of authorized person to sign bid)

Business Address: 10135 Geary Avenue

Santa Fe Springs, California 90670

Phone No. (562) 236-5000 ext. 227

Fax No. (562) 236-5010

Email Address mrettig@kempbros.com

Docusign Envelope ID: 7D6546B7-9B20-4C6C-854F-8B0EA7FB29A6

FOR FC USE ONLY
Contract Number **2510167**
☑ with Plans ☑ with Specs

1.10 ACCEPTANCE

This Contract is made and entered into on the date set forth on Page 4 of this Contract, by and between the Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and

KEMP BROS. CONSTRUCTION INC,

{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts }

_____, a **CORP**.

{sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as **PALISADES CHARTER HIGH SCHOOL** and commonly referred to as **INTERIM HOUSING (EMERGENCY).**

CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 9 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of **TEN MILLION SEVEN HUNDRED NINETY-NINE THOUSAND DOLLARS**

(To be filled in by OWNER / Office of Facilities Contracts)

($ 10,799,000.00), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on 4/18/2025, 20____ at Los Angeles, California.

(To be filled in by Chief Procurement Officer, Deputy Chief Procurement Officer (Facilities) (up to $20M), Director of Facilities Contracts (up to $10M), Sr. Contract Administration Manager (up to $5M), Contract Administration Manager (up to $2.5M), Assistant Contract Administration Manager (up to $1M), or Contract Administration Analyst (up to $500K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

DocuSigned by:

By: Jorge Ballardo

C0ED87CC4538494...

CHIEF PROCUREMENT OFFICER, DEPUTY CHIEF PROCUREMENT OFFICER (FACILITIES), DIRECTOR OF FACILITIES CONTRACTS, SR. CONTRACT ADMINISTRATION MANAGER, CONTRACT ADMINISTRATION MANAGER, ASSISTANT CONTRACT ADMINISTRATION MANAGER, OR CONTRACT ADMINISTRATION ANALYST

BLUE INK SIGNATURE REQUESTED
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE BID NON-RESPONSIVE

END OF DOCUMENT

Los Angeles Unified School District

PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017
Telephone (213) 241-3087 * Fax (213) 241-2853

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations

CHRISTOPHER D. MOUNT-BENITES
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

MATTHEW A. FRIEDMAN
Interim Chief Procurement Officer

April 18, 2025

KEMP BROS CONSTRUCTION, INC.
10135 Geary Ave
Santa Fe Springs, CA 90670-3253

Attn: Mark T. Rettig, Vice President
Email: mrettig@kempbros.com

This is your **NOTICE TO PROCEED** in connection with:

SAP Contract # / Bid # / PO #:	**C9372 / 2510167 / 8000065487**
Proj ID / Scope ID/ Cost Center:	**10375041 / 228848/ 1879801**
School Name:	**Palisades Charter HS**
Project Name:	**Palisades Charter HS - Fire Damage Site Clearance and Remediation**
Scope Description:	**Interim Housing Village / System Utilities - Palisades HS**
Contract Amount:	**$10,799,000.00**

The period for completion of the subject work, according to the contract, is as follows:

Start Date: 4/21/2025 **Duration: 110 Calendar Days** **Completion Date: 8/8/2025**

The estimated Substantial Completion date for this contract is **7/18/2025**.

Your attention is called to the Contract provisions with reference to the liquidated damages in the event the work is not completed within the Contract Time and/or Milestones.

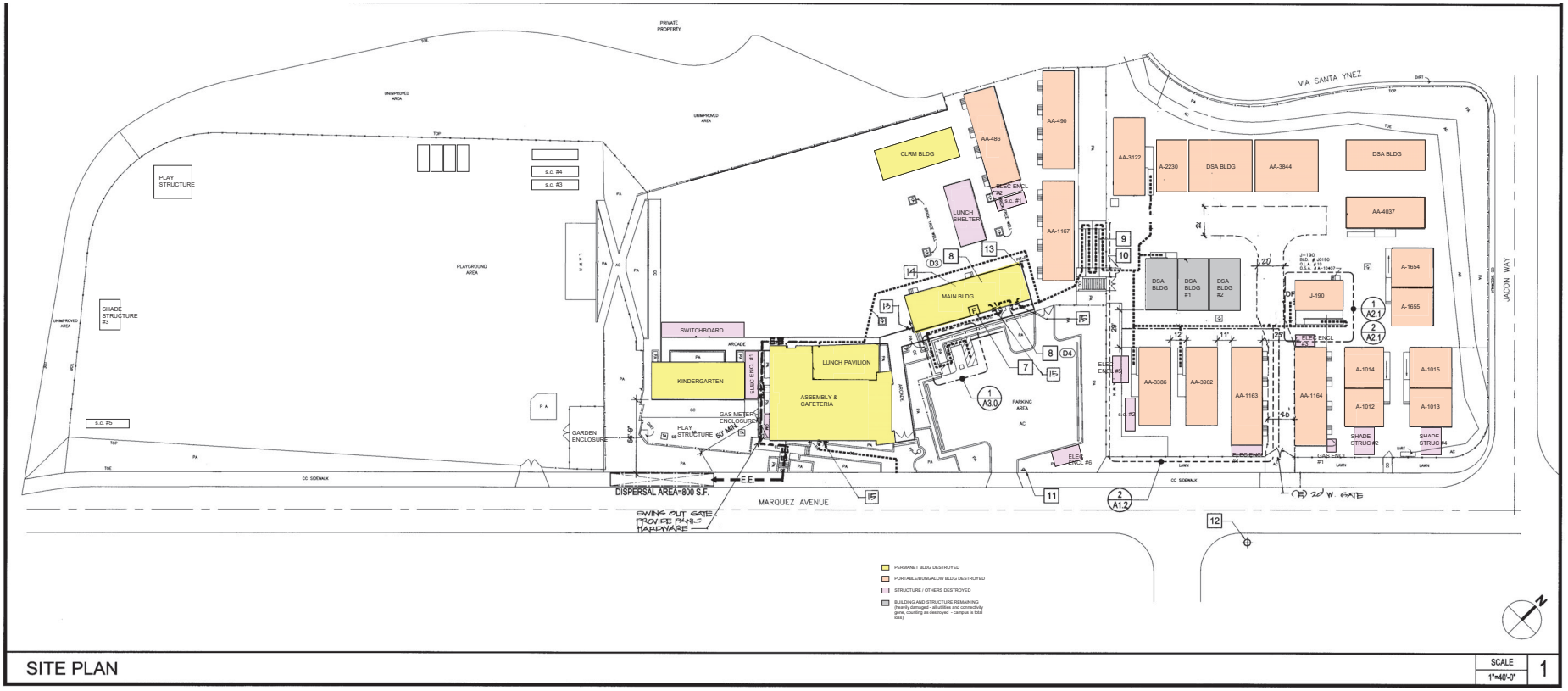
Before you accept the site for construction, you are required to make a survey of the site with the assigned Project Inspector. Damages and irregularities existing on the site, not noted during the preconstruction survey, will be assumed to be caused by your operation.

The Owner Authorized Representative (OAR) will be the focal point for all formal communication on this project from this date on. Your OAR is ALEJANDRO PERELMUTER, and may be reached at (213)241-3431.

Electronically Signed by **Minnie Lee** [UID:1490024] on **April 18, 2025 02:58 PM**

Contract Administration Analyst

ATTACHMENT F



SITE PLAN

SCALE 1"=40'-0" | 1

CONSULTANT

STAMPS/SEALS

LICENSED ARCHITECT PATRICK T. KEY No. C 26770 REN. 11-15 STATE OF CALIFORNIA

DIVISION OF THE STATE ARCHITECT

03-116591
MF JC TN
02/13/14

DSA SUBMITTAL

SHEET TITLE:

SITE PLAN

PROJECT NO.:	PROJECT ARCH: H.A.
DRAWN: L.M.	CHECKED:

SHEET NUMBER

A1.1

DATE: 02/11/14 SHEET: 2 OF:

5164.16



RH_SERVER\RPPLANS\RP8798.dwg

LOS ANGELES UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RELOCATABLE HOUSING UNIT
FACILITIES SERVICES DIVISION
333 S. BEAUDRY AVENUE, 21st FLR
LOS ANGELES, CA. 90017

PLOT PLAN

PROJECT

SCHOOL
PALISADES CHARTER HIGH SCHOOL
15777 BOWDOIN ST.,
PACIFIC PALISADES 90272

VERIFICATION	NO.	DATE	BY
	.	.	.

REVISIONS	NO.	DATE	BY
	.	.	.

LOCATION CODE 8798
DRAWN BY JZI
CHECKED BY
DATE 11-30-00
DRAWING NO.
INDEX NO. 1/1

SAB Meeting: **August 19, 2025** **New Construction - Interim Housing/Natural Disaster Assistance**

APPLICANT DATA

Applicant:	Los Angeles Unified	**PTN:**	N/A
Application No:	51/64733-05-004	**County:**	Los Angeles
School Name:	Marquez Charter Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-300**	**2**	$	$ 6,296,045.26	$ 6,296,045.26
Applicant Share					
District Contribution				6,296,045.27	
Financial Hardship	**902-300**	**2**		0.00	0.00
Total			$ **0.00**	$ **12,592,090.53**	$ **6,296,045.26**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	Elementary School
Number of Leased Portables:	**19**
Number of Purchased Portables:	

PROGRAM GRANT DATA

Subtotal/State Share (50%)	$	6,296,045.26
Subtotal/Applicant Share (50%)		6,296,045.27
Subtotal - Total Project Cost	$	**12,592,090.53**
Local Funding Adjustment (0%)	$	0.00
Total State Share (50%)		6,296,045.26
Applicant Share (50%)		6,296,045.27
Total Project Cost	$	**12,592,090.53**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further Board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This project is provided funding pursuant to Education Code Section 17075.20 for Interim Housing assistance following a natural disaster. Any Apportionment provided in accordance with this section shall be adjusted for funding received from insurance proceeds or government disaster assistance for Interim Housing. Any Apportionment shall be reduced by 50 percent of the funding received from insurance proceeds or government disaster assistance for Interim Housing. Any insurance proceeds and/or government disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.

The Applicant must submit a five-year master plan, in accordance with Education Code Section 17070.54, at the time the Applicant submits the 100 percent complete *Expenditure Report* (Form SAB 50-06).

This project is subject to the substantial progress and expenditure reporting requirements as approved by the Board at this meeting and stated in the Grant Agreement.

ATTACHMENT I

SAB Meeting: **August 19, 2025** **New Construction - Interim Housing/Natural Disaster Assistance**

APPLICANT DATA

Applicant:	Los Angeles Unified	**PTN:**	N/A
Application No:	51/64733-47-001	**County:**	Los Angeles
School Name:	Palisades Charter High		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-300**	**2**	$	$ 7,296,612.08	$ 7,296,612.08
Applicant Share					
District Contribution				7,296,612.09	
Financial Hardship	**902-300**	**2**		0.00	0.00
Total			$ **0.00**	$ **14,593,224.17**	$ **7,296,612.08**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Type of Project:	High School
Number of Leased Portables:	**21**
Number of Purchased Portables:	

PROGRAM GRANT DATA

Subtotal/State Share (50%)	$	7,296,612.08
Subtotal/Applicant Share (50%)		7,296,612.09
Subtotal - Total Project Cost	$	**14,593,224.17**
Local Funding Adjustment (0%)	$	0.00
Total State Share (50%)		7,296,612.08
Applicant Share (50%)		7,296,612.09
Total Project Cost	$	**14,593,224.17**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further Board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

This project is provided funding pursuant to Education Code Section 17075.20 for Interim Housing assistance following a natural disaster. Any Apportionment provided in accordance with this section shall be adjusted for funding received from insurance proceeds or government disaster assistance for Interim Housing. Any Apportionment shall be reduced by 50 percent of the funding received from insurance proceeds or government disaster assistance for Interim Housing. Any insurance proceeds and/or government disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.

The Applicant must submit a five-year master plan, in accordance with Education Code Section 17070.54, at the time the Applicant submits the 100 percent complete *Expenditure Report* (Form SAB 50-06).

This project is subject to the substantial progress and expenditure reporting requirements as approved by the Board at this meeting and stated in the Grant Agreement.

SCHOOL DISTRICT APPEAL REQUEST

SCHOOL DISTRICT DATA

School District: Natomas Unified
Application Number: 57/75283-00-009
Total District Enrollment: 16,773
County: Sacramento

School Name: Natomas Pacific Pathways Prep Elementary
Project Grade Level: K-5
Financial Hardship: No

PURPOSE OF REPORT

To present the District's request for exclusion of nine portable classrooms from its districtwide classroom inventory that were leased for purposes of interim housing beyond the timeframe allowed in School Facility Program (SFP) regulations.

DESCRIPTION

On April 13, 2022, the District submitted the full grant *Application for Funding* (Form SAB 50-04) for a modernization project at Natomas Pacific Pathways Prep (NP3) Elementary, application number 57/75283-00-009. During the review, staff discovered that 15 portable classrooms were added to the site after the new construction baseline eligibility was approved by the State Allocation Board (Board) on May 26, 1999, but were never reported to the Office of Public School Construction (OPSC) as added capacity. At the May 28, 2025 Board meeting, the District's new construction baseline eligibility was reduced by 375 K-6 pupil grants to account for the additional classrooms pursuant to SFP Regulation Section 1859.51(i).

To be eligible for SFP new construction funding, a school district must demonstrate that its existing classroom capacity is insufficient to house the district's projected enrollment in five or 10 years. Per SFP Regulations, a district's eligibility for new construction must be reduced to account for any classrooms added to its districtwide classroom inventory after its new construction baseline eligibility was determined by the Board, with some exceptions. One exception is that portable classrooms can be leased for five years for the purpose of providing interim housing without being added to the district's classroom inventory. Additionally, an exception exists for portable classrooms that need to be leased beyond five years to provide interim housing during the continued construction of a project as long as the cumulative lease term does not exceed a specified time period "as determined by the SAB [the Board] not to exceed three years on each qualifying project."

The District awarded a contract on June 26, 2013, to lease nine portable classrooms for interim housing. The District submitted an invoice, dated June 23, 2022, for their removal. The portables were demolished as part of the project scope for modernization application number 57/75283-00-009.

Given the District's use of the interim housing portable classrooms extended beyond the five years and the additional three years permitted with Board approval, the District submitted the *School District Appeal Request* (Form SAB 189 – Attachment A) on May 9, 2025, to request the Board allow for the exclusion of nine portable classrooms leased for purposes of interim housing and reverse the reduction of 225 K-6 pupil grants to its new construction eligibility baseline. The District concurs with the reduction of 150 K-6 pupil grants associated

DESCRIPTION (cont.)

with its lease of six additional portable classrooms, which are not included in the District's request.

If the District's request is approved, 225 K-6 pupil grants, equivalent to nine classrooms, will be added back to its new construction eligibility baseline.

AUTHORITY

See Attachment B.

BACKGROUND

Site History
NP3 Elementary is an elementary school serving Kindergarten through Fifth Grade students. This school is in the Natomas Unified School District, which is comprised of 22 schools with a current enrollment of 16,773, located in Sacramento County. NP3 Elementary shares a site with Natomas Pacific Pathways Prep Middle School and Natomas Pacific Pathways Prep High School (see Attachment C). From approximately 2007 to 2017, Westlake Charter School (K-5) occupied the part of the site where NP3 Elementary is now located. Then from 2017 to 2021, this part of site was used as the temporary location for Paso Verde Elementary School while its permanent campus was being constructed about a mile north. From 2021 to 2022, the NP3 Elementary site underwent new construction and modernization. On the part of the site previously used as the temporary location for Paso Verde Elementary, new buildings were occupied by NP3 Elementary in August 2022.

Application for Funding History
On April 13, 2022, the District submitted a modernization funding application for NP3 Elementary, application number 57/75283-00-009. The District received an apportionment in the amount of $1,491,969.00 at the May 28, 2025 Board meeting. The Division of the State Architect (DSA) plan set 02-118611, associated with the application, consists of the demolition of 23 portables and two other buildings as well as construction of a new modular Administration/Library Building, and new two-story modular Kindergarten/Classroom Building including HVAC, electrical, plumbing, access compliance, and fire & life safety on an existing school site. During application review, staff found 15 portable classrooms that had not previously been accounted for in the District's new construction eligibility baseline, which prompted the adjustment of -375 K-6 pupil grants at the May 28, 2025 Board meeting.

Interim Housing Project History
The District concurs with the OPSC eligibility adjustment for six of the 15 portable classrooms discovered on the site. However, the District states that the remaining nine portable classrooms were leased continuously for the purposes of interim housing and should not be included the new construction eligibility adjustment.

In summary, the nine portable classrooms were leased and remained in place for a total of nine years from June 2013 to June 2022. Beginning in June 2013, the District leased the nine portable classrooms for temporary use for Westlake Charter School (K-5). From 2017 to 2021, the classrooms were used as interim housing for the temporary location of Paso Verde Elementary School. From 2021 to 2022, the classrooms were used as interim housing during the construction of new buildings for NP3 Elementary onsite. The portables were then removed in June 2022.

BACKGROUND (cont.)

After submitting the Form SAB 189, the District provided the following revised timeline (with OPSC clarifications in brackets) regarding the projects completed:

- **2013 to 2017** – Initial placement of interim housing for Westlake Charter School, due to increased enrollment and a master plan of moving towards creating a K-8 school [at a separate, permanent location]. Between 2012 and 2017, Westlake Charter School's enrollment increased from about 400 to nearly 700 students. The new K-8 Westlake Charter School campus at 2680 Mabry Drive opened in August 2017 (DSA #02-114593, OPSC application #50/75283-00-017).
- **2015** – Small project at NP3 [Elementary] office installing two walls to create an office, no DSA number.
- **2016** – New two-story building, DSA #02-115596 (at NP3 Middle School site) – OPSC application #54/75283-00-006/-007.
- **2016** – Exterior and interior painting, fencing, no DSA number, to prep for use as [the temporary location for] Paso Verde Elementary
- **2017 to 2021** – For use as the Paso Verde Elementary temporary location, as the new Paso Verde Elementary was being built under DSA #02-117126, OPSC application #50/75283-00-024. The new Paso Verde Elementary campus at 3883 Del Paso Road opened in August 2021.
- **2018** – Painting of 10 portables, no DSA number
- **2021 to 2022** – Use during construction of new school buildings for **NP3 Elementary School**, under DSA #02-118611, OPSC applications #54/75283-00-008, -012, -013, & 57/75283-00-009. Once no longer needed, the interim portables in question were removed in June 2022 and the new buildings at NP3 Elementary School were occupied in August 2022.

STAFF ANALYSIS/STATEMENTS

District Position
The District requests the Board allow for the exclusion of the nine interim housing portables from generating a negative adjustment to its new construction eligibility baseline.

The full text of the District's request is included as Attachment A.

Staff Position
The District has demonstrated that the nine leased portables were used continuously to temporarily house students from multiple schools over a nine-year period (See Attachment D) and they were removed in 2022.

Pursuant to SFP Regulation Section 1859.51(i)(5), a district's new construction eligibility is not reduced for pupils housed in "…a portable classroom that needs to be leased beyond five years to provide interim housing in a modernization or new construction project provided the cumulative lease term does not exceed a specified time period as determined by the Board not to exceed three years on each qualifying project...." The District did not request a three-year extension to extend the five-year allowance, and the total length of its lease period exceeded the eight-year maximum.

Staff has reviewed the lease documentation, contracts, and facilities master plans, which indicate that the District did use the nine portables for interim housing purposes for the entirety of their lease. The District has also demonstrated that the interim housing is no longer in use, as of June 23, 2022. Although the District could have taken a more proactive

STAFF ANALYSIS STATEMENTS (cont.)

approach to ensure compliance with SFP Regulations, by perhaps signing individual leases for each project, staff also acknowledges that had the District requested an extension at the proper time, it would have likely been approved by the Board.

Staff has also determined that the adjustment to the new construction baseline has no bearing on the modernization application, 57/75283-00-009. Additionally, the District has not submitted a request for SFP new construction funding since 2022. Therefore, no discernable funding advantage would result from the Board's approval of the District's appeal.

The District's request cannot be resolved administratively as the SFP Regulations require Board approval.

Staff supports the appeal request.

RECOMMENDATIONS

Pursuant to the Rules and Operating Procedures of the State Allocation Board, "Staff is providing the following option for the Board's consideration. A positive vote by six members is required for the Board to take action that is an alternative to staff's administrative action. Absent a positive vote by six members of the Board, staff's administrative action will stand, and the school district's appeal will be considered closed."

1. Approve the District's appeal request, as shown on Attachment A.
2. Reverse the adjustment of 225 K-6 pupil grants to the District's New Construction Eligibility Baseline.

STATE OF CALIFORNIA
SCHOOL DISTRICT APPEAL REQUEST

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SCHOOL DISTRICT	APPLICATION NUBMER
Natomas Unified School District	50/75283-00-00 & 57/75283-00-009
SCHOOL NAME	COUNTY
Natomas Pacific Preparatory Pathways (NP3) Elementary School	Sacramento
DISTRICT REPRESENTATIVE	E-MAIL ADDRESS
Lalanya Rothenberger	lrothenberger@natomasunified.org

Purpose of Request:

To request approval of the exclusion of new construction eligibility adjustments due to the acquisition of portable classrooms used for interim housing for more than five years.

Basis of Request:

- ☐ Law (Statute) _____
- ■ Regulation ____1859.51(i)(5)_____
- ☐ Other (specify) _____

Description:

An adjustment to the New construction (NC) eligibility baseline was triggered during the review of a modernization application (#57/75283-00-009). Records showed that the site had a number of portable classrooms that had been added after the NC baseline eligibility had been approved by the State Allocation Board (SAB), which resulted in a reduction to the NC eligibility baseline. This requested exclusion to the NC eligibility baseline adjustment requires SAB approval due to the length of time that the portables were leased for interim housing, therefore Natomas USD is appealing to the SAB. Please see the Attachment for more information.

SIGNATURE OF AUTHORIZED DISTRICT REPRESENTATIVE	DATE
Lalanya Rothenberger	05/09/2025

Natomas Unified School District
Connecting students to their future

May 1, 2025

Michael Watanabe
Office of Public School Construction
707 Third St, 4th Floor
West Sacramento, CA 95605

RE: Attachment to *School District Appeal Request* (SAB Form 189)

Dear Mr. Watanabe:

The Natomas Unified School District is hereby submitting a *School District Appeal Request* (SAB 189 Form) regarding portable classrooms placed at the Natomas Pacific Pathways Preparatory (NP3) Elementary School. The below information is being included for the State Allocation Board's (SAB or Board's) review and approval:

REASON FOR APPEAL
The District respectfully requests an exclusion to the New Construction eligibility baseline adjustment required for classrooms added to the district site after the baseline has been established. Because the Office of Public School Construction (OPSC) cannot administratively approve this request due to the length of time that the portables were leased for interim housing, a *School District Appeal Request* (Form SAB 189) has been submitted.

BACKGROUND
An adjustment to the District's new construction eligibility baseline is tentatively scheduled to be taken to the May or June 2025 SAB meeting. This adjustment was triggered during the review of a modernization application (#57/75283-00-009), when records showed that the site had a number of portable classrooms that had been added *after* the new construction baseline eligibility had been approved by the Board on May 26, 1999.

The District understands that classrooms added after its request to determine new construction eligibility will require adjusting the new construction baseline eligibility pursuant to School Facility Program (SFP) Regulation Section 1859.51(i). The total reduction of 375 pupil grants, for 15 classrooms added to the site, were due to the following classrooms:

- 4 owned portable classrooms, on-site from 2008 to 2022 (Building H, DSA # 02-110106)
- 2 leased portable classrooms, on site from 2009 to 2022 (Building I, DSA #02-110966)
- 9 leased portable classrooms, on site from fall 2013 to spring 2022 (Buildings J & K, DSA #02-113049)

The District concurs with OPSC's calculations of new construction baseline adjustments due to the addition of six portable classrooms within Buildings H and I, but believes that the nine leased portable classrooms in Buildings J and should be exempt from the baseline adjustment.

DISTRICT POSITION

The District respectfully requests the Board's approval to reverse the adjustment of 225 K-6 pupil grants for nine portable classrooms used for interim housing (IH) for roughly 8.5 years. The District believes that this request can be granted due to the fact that the nine leased classrooms in Buildings J & K were used continuously for interim housing (IH) to complete the various projects at the site, listed below:

- 2015 – Small project at NP3 office installing two walls to create an office, no DSA number.
- 2016 – New two story building, DSA #02-115596 (at NP3 MS site) – OPSC application #54/75283-00-006/-007
- 2016 – Exterior and interior painting, fencing, no DSA number (for use as the Paso Verde Elementary temporary location as the new Paso Verde Elementary School was being built under DSA #02-117126, OPSC application #50/75283-00-024)
- 2018 – Painting of 10 portables, no DSA number
- 2020 – New school buildings, DSA #02-118611 – OPSC applications #54/75283-00-008, -012, -013, and #57/75283-00-009

The District believes these portables should *not* be included as an adjustment to the district's baseline pursuant to SFP Regulation Section 1859.51(i)(5) –

> "(i) Reduced by the number of pupils housed, based on loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any Classroom Provided after the baseline eligibility was determined by the Board with the exception of those pupils housed or to be housed in a classroom:
> …
> (5) That is a portable classroom that needs to be leased beyond five years to provide interim housing in a modernization or new construction project provided the cumulative lease term does not exceed a specified time period as determined by the SAB not to exceed three years on each qualifying project. For this purpose, a project means all work contained in a single set of construction plans."

Per the SFP regulations, this interim housing must be needed for added capacity at a site due to a modernization or new construction project, regardless of whether the project(s) are receiving SFP funding or not. While not required, the District notes that these IH portables were needed for three separate sets of plans that *were* SFP-funded projects. Pursuant to SFP Regulation Section 1859.51(i)(5), there should be no adjustments made to the new construction eligibility baseline for these nine portables.

CONCLUSION

The District believes that a new construction baseline adjustment of six classrooms is appropriate and justified, but believes that the nine portables in Buildings J and K should *not* be included as an adjustment to the district's baseline pursuant to SFP Regulation Section 1859.51(i)(5). The District, therefore, respectfully requests the Board's approval to exclude these IH portables from generating a negative adjustment to the District's NC eligibility baseline.

The district appreciates in advance the approval of the request. If there are any questions or concerns, please contact our state funding consultant, Jessica Love of Hancock Park & DeLong, Inc. at 480.559.3287 or at jessica@hpdschools.com. Thank you for your assistance.

Sincerely,

Lalanya Rothenberger

Lalanya Rothenberger,
Executive Director, Facilities and Strategic Planning

ATTACHMENT B

AUTHORITY

Education Code Section 17070.35.
(a) In addition to all other powers and duties as are granted to the board by this chapter, other statutes, or the California Constitution, the board shall do all of the following:

(1) Adopt rules and regulations, pursuant to the rulemaking provisions of the Administrative Procedure Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, for the administration of this chapter. However, the board shall have no authority to set the level of the fees of any architect, structural engineer, or other design professional on any project. The initial regulations adopted pursuant to this chapter shall be adopted as emergency regulations, and the circumstances related to the initial adoption are hereby deemed to constitute an emergency for this purpose. The initial regulations adopted pursuant to this chapter shall be adopted by November 4, 1998. If the initial regulations are not adopted by that date, the board shall report to the Legislature by that date, explaining the reasons for the delay.

(2) Establish and publish any procedures and policies in connection with the administration of this chapter as it deems necessary.

(3) Determine the eligibility of school districts to receive apportionments under this chapter.

(4) Apportion funds to eligible school districts under this chapter.

(b) The board shall review and amend its regulations as necessary to adjust its administration of this chapter to conform with the act that amended this section to add this subdivision. Regulations adopted pursuant to this subdivision shall be adopted by November 5, 2002, and shall be adopted as emergency regulations in accordance with the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). The adoption of any emergency regulation pursuant to this subdivision filed with the Office of Administrative Law shall be deemed to be an emergency and necessary for the immediate preservation of the public peace, health and safety, or general welfare. Notwithstanding subdivision (e) of Section 11346.1 of the Government Code, any emergency regulation adopted pursuant to this section shall remain in effect for no more than 365 days unless the board has complied with Sections 11346.2 to 11348, inclusive, of the Government Code.

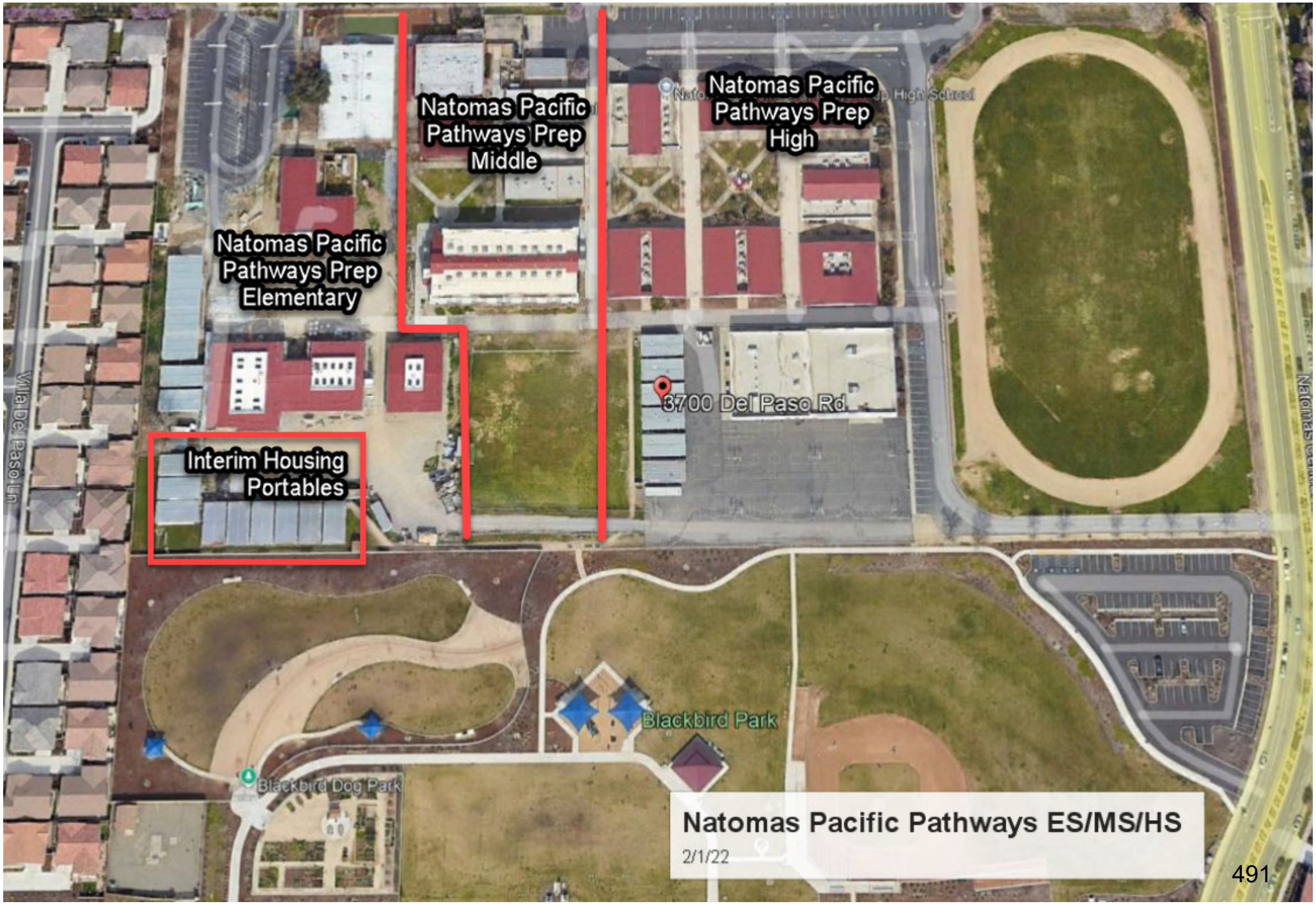
Education Code Section 17071.30.
For purposes of determining the existing school building capacity, each applicant school district shall include each portable classroom, whether owned or leased, except as otherwise provided in subdivision (a) or (b).

(a) Portable classrooms leased pursuant to Chapter 14 (commencing with Section 17085) shall be excluded from the existing school building capacity. Portable classrooms obtained by an applicant district pursuant to subdivision (b) of Section 17088.5 shall be excluded from the existing school building capacity, except as to any portable classroom or classrooms for which the district rejected the board's offer to purchase pursuant to that subdivision. Portable classrooms leased for a period of less than five years prior to the date of application shall not be included in existing school building capacity.

(b) The number of portable classrooms, reduced by the number of portable classrooms used as interim housing for modernization projects, that exceed 25 percent of the number of permanent classrooms available to the district shall not be included in the existing building capacity.

SFP Regulation Section 1859.2. Definitions states, in part:
For the purpose of these regulations, the terms set forth below shall have the following meanings, subject to the provisions of the Act:
….
“Approved Application(s)” means a district has submitted the application and all documents to the Office of Public School Construction that are required to be submitted with the application as identified in the General Information Section of Forms SAB 50-01; SAB 50-02; SAB 50-03; and SAB 50-04, as specified in Section 1859.2.
…
“Interim Housing” means the rental or lease of classrooms used to house pupils temporarily displaced as a result of the modernization of classroom facilities.
…
“New Construction Grant” means the funding provided pursuant to Education Code Section 17072.10(a) and Sections 1859.71 and 1859.71.1.
…

SFP Regulation Section 1859.51. Adjustments to the New Construction Baseline Eligibility
The baseline eligibility for new construction determined on the Form SAB 50-03 will be adjusted as follows:
…
(i) Reduced by the number of pupils housed, based on loading standards pursuant to Education Code Section 17071.25(a)(2)(A), in any Classroom Provided after the baseline eligibility was determined by the Board with the exception of those pupils housed or to be housed in a classroom:
…
(4) That is a portable classroom leased for a period of less than five years, whether in a single lease or cumulative total of several leases.
(5) That is a portable classroom that needs to be leased beyond five years to provide interim housing in a modernization or new construction project provided the cumulative lease term does not exceed a specified time period as determined by the Board not to exceed three years on each qualifying project. For this purpose, a project means all work contained in a single set of construction plans.
…


Natomas Pacific Pathways Prep Middle
Natomas Pacific Pathways Prep High
Natomas Pacific Pathways Prep Elementary
Interim Housing Portables
3700 Del Paso Rd
Blackbird Park
Blackbird Dog Park
Natomas Pacific Pathways ES/MS/HS
2/1/22

FILE COPY

Agreement between Owner and Architect

This Agreement, made in three (3) copies on the 29th day of May in the year two thousand and thirteen.

BY AND BETWEEN

Natomas Unified School District,
hereinafter referred to as the **OWNER**,

and

Kirk S. Brainerd,
hereinafter referred to as the **Architect**.

Witnessed

Project Description: 9 Temporary Portables at Westlake Charter School
The Owner and Architect agree as follows:

ARTICLE 1 PROJECT BUDGET and SCHEDULE

1.1 The project budget and schedule shall be established and agreed upon by the Owner and Architect prior to the Design Development phase.

.1 The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The Architect will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

ARTICLE 2 BASIC SERVICES OF THE Architect

2.1 Program

.1 The Architect shall review the program, furnished by the Owner, for general design elements and facility requirements and determine which modifications to the existing campus are required.

2.2 Schematic Design Phase

.1 The Architect shall prepare, based on the approved Program, schematic design studies and site utilization plans leading to a recommended solution together with a general description of the Project for approval by the Owner.

.2 If directed by the Owner at the time of approval of schematic design schemes, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the Project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the Project may be deferred.

2.3 Construction Document Phase

.1 The Architect shall prepare, from the approved design development documents, working drawings, and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes, and equipment required for the architectural, civil and electrical service connected equipment.

.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

.3 The Architect and Owner together shall develop a reasonable construction schedule and provide the time line in the bid documents. It shall be the Contractor's responsibility, through the Owner/Contractor Agreement, to properly manage the project in such a way as to meet the defined schedule.

2.4 Bidding Phase

.1 The Architect shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

.2 The Architect shall reproduce the contract documents in the required number, the expense being borne as provided in Article 14.1 and 14.2; and shall assist the Owner in obtaining bids from contractors and in awarding the construction contracts.

2.5 Construction Phase

.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made of the General conditions, when adopted as part of the contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

.2 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

.4 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

.5 The Architect shall provide technical direction to a project inspector employed by and responsible to the Owner as required by applicable law. The Architect shall advise inspector and/or contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the Owner upon completion of the Project.

.6 The Architect will endeavor to secure compliance by contractors with the contract requirements, but does not guarantee the performance of their contracts.

.7 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested.

.8 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to request for information by the Contractor.

.9 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decision so rendered in good faith.

.10 The Architect shall provide general administration of the construction contract as stated in the Project Manual and as representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations; become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to endeavor to guard the Owner against defects and deficiencies in the Work and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's right and responsibilities under the Contract Documents.

.11 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

.12 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

.13 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

.14 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Sub-contractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

.15 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.10 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspection and to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

.16 The issuance of a Certificate for Payment shall not be a representation that the Architect has made exhaustive or continuous on site inspections to check the quality or quantity of the Work, reviewed construction means, methods, techniques, sequences or procedure, reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract sum.

.17 The Architect shall maintain a record of the Contractor's Application for Payment.

.18 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Architects' professional judgment to permit adequate review. Review of such submittal is not conducted for the purpose of determining the accuracy and completeness of the details such as dimensions and quantities or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precaution or unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedure. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

.19 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

.20 If professional design services or certifications by a design professional related to systems, material or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

.21 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

.22 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specification. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

.23 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

.24 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

ARTICLE 3 EMPLOYEES AND CONSULTANTS

3.1 The Architect, as part of the basic professional services, shall furnish at his expense the services of civil, and electrical engineers, properly skilled in the various aspects of the design and construction of facilities required.

ARTICLE 4 EXTRA SERVICES OF THE Architect

4.1 The following services, if performed due to unusual circumstances and through no fault or neglect on the part of the Architect, cause the Architect extra expense and shall be paid for by the Owner as provided in Article 8:

.1 Plan preparation and/or construction contract administration work on that portion of a Project prepared for a separate bid contract.

.2 Contract administration of repair of damage to the Project.

.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

.4 The selection by the Architect at the Owner's request of movable furniture, equipment or articles which are not included in the construction contract.

.5 The additional services caused by the delinquency or insolvency of the contractor.

.6 If directed by the Owner, the employment of special consultants, the preparation of special delineations and models, and overtime work by the Architect's employees.

.7 Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect.

.8 Life-cycle costing (including Unconventional Energy and Utility Energy Rebate applications) specific to obtaining extra funding.

.9 Plan revisions required due to code changes, product changes or other causes resulting from delays in bidding project after receiving DSA approvals.

4.2 Prior to starting extra services as outlined in Article 4.1, Architect will provide Owner a written estimate of expenses for Owner's approval.

ARTICLE 5 OWNER RESPONSIBILITIES

5.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

5.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

5.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

5.4 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

5.5 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

5.6 The Owner shall furnish all construction testing and inspection services.

5.7 The Owner shall furnish all legal advice and services as required for the Project.

5.8 The Owner shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Owner shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project. The Owner shall observe the procedure of issuing any orders to contractors only through the Architect.

5.9 During the contractor's one year guarantee period, the Owner shall notify the Architect in writing of apparent deficiencies in materials or workmanship.

ARTICLE 6 PROJECT CONSTRUCTION COST

6.1 Project construction cost as used in the Agreement means the total cost to the Owner of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following:

.1 Any payments to Architect or consultants for costs of testing and inspections, surveys and landscaping not included in Project.

6.2 When labor or material is furnished by the Owner below its market cost, the project construction cost shall be based upon current market cost of labor and new material.

6.3 Responsibility for construction cost

.1 Evaluations of the Owner's Project budget, preliminary estimates of probable Construction Cost and detailed estimates of probable Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from the Architect's opinion of probable construction cost or evaluation prepared or agreed to by the Architec

ARTICLE 7 Architect'S COMPENSATION

7.1 Compensation is based on a stipulated sum of **$19,400.00**.

7.2 Compensation for extra services

.1 The Owner further agrees to pay the Architect compensation for extra services due to unusual circumstances provided by Article 4, as follows:

a) Each portion of the Project awarded separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.

b) Two percent of the cost of furnishings, equipment or other articles incorporated in the construction documents by the Architect and not included in the construction contract.

c) Two times the direct personnel expense (Direct Personnel Expenses is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits) incurred by the Architect in rendering other extra services.

d) One hundred percent of the direct billings of consultants.

7.3 Reimbursement at cost shall be paid to the Architect for:

.1 Approved reproduction of drawings and specifications in excess of the copies outlined in Article 14.

.2 Fees advanced for securing approval of authorities having jurisdiction over the Project.

.3 Costs for creating digital files of record drawings for Owner's use.

ARTICLE 8 PAYMENTS TO THE Architect

8.1 Payments based on a Stipulated Sum

.1 The Architect shall invoice and progress payments shall be made monthly in accordance with the completeness of each phase of the project.

8.2 Payments in event of the following circumstances shall be:

.1 Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.

.2 Delayed Completion of Liquidated Damages: The Architect's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

8.3 Payments for extra services provided under Article 4 shall be upon basis of one of the following:

.1 Percentage of the Cost: In the same manner provided by this Agreement for work let under a single construction contract.

.2 Direct Personnel Expense: Monthly, in arrears, as services are rendered and expenses incurred.

8.4 Reimbursement for fees and other expenses shall be made to the Architect as incurred.

ARTICLE 9 TERMINATION OF AGREEMENT

9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architects' services. The Architect's fees for the remaining services and the schedules shall be equitably adjusted.

9.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

9.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

9.7 If this Agreement is suspended or terminated by the Owner due to default of the Architect, the Owner agrees to give the Architect thirty (30) days reasonable notice and opportunity to correct such default prior to notice of suspension or termination.

ARTICLE 10 TIME SCHEDULE

10.1 Upon request, the Architect will prepare for the Owner an estimated time schedule necessary to complete the contract documents and construction, barring delays caused by conditions beyond the reasonable control of the Architect.

ARTICLE 11 ACCOUNTING RECORDS OF THE Architect

11.1 Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project, and records of accounts between the Owner and contractor shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 12 INSURANCE TO BE CARRIED BY THE Architect

12.1 To the maximum extent permitted by law, the Owner hereby agrees to limit the liability of the Architect, its employees, agents and Consultants, to the Owner and to all Contractors and Subcontractors on the Project, to a maximum of $1,000,000.00. This limitation shall apply regardless of the cause of action or legal theory plead or asserted and shall include but not be limited to claims for indemnity and or

contribution arising out of Owner's alleged liability to others. Owner agrees to include a similar provision in its agreement with the Contractors and Subcontractors on the Project. Architect's policy is effective during periods of construction and for three years after filing of the Notice of Completion, upon which time, architects' liability shall cease.

ARTICLE 13 REPRODUCTION OF DOCUMENTS

13.1 The Architect shall provide, at the Owner's expense and in the number required, the preliminary plans and construction documents for the review and approval of the Owner and applicable State agencies.

13.2 The Architect shall provide, at the Owner's expense, fifteen (15) copies of the construction documents for bidding and construction purposes; total number of documents for bid distribution to be determined with Owner.

ARTICLE 14 OWNERSHIP OF DOCUMENTS

14.1 The plans, specifications, and estimates shall be and remain the property of the Owner, pursuant to Section 17316 of the Education Code.

ARTICLE 15 RE-USE OF DOCUMENTS

15.1 The Architect forbids any re-use of the documents for this Project as provided under this Agreement, unless Architect's services are retained by the Owner.

15.2 In the event the Owner retains the Architect's services to design all or part of another Project which would be essentially identical to the Project which is the subject of the Agreement, the Architect agrees to:

.1 Re-use his design and the corresponding contract documents.

.2 Prepare such modifications as may be dictated by topography, soils conditions, utility services, existing construction and similar conditions.

.3 Perform as far as applicable all of the services provided by this Agreement.

.4 Compensation for rendering the foregoing services shall be in the amount agreed upon by Owner and Architect prior to the commencement of work, and shall form the basis of a separate Agreement.

ARTICLE 16 MEDIATION

16.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

16.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

16.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 17 SUCCESSORS AND ASSIGNS

17.1 It is mutually understood and agreed that this Agreement shall be binding upon the Owner and its successors and upon the Architect, his partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due thereunder, may be assigned by the Architect without the consent and approval of the Owner.

ARTICLE 18 ADDITIONAL PROVISIONS

18.1 Unless otherwise provided in this Agreement, the Architect and Architect's consultants. shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos' products, polychlorinated biphenyl (PCB) or other toxic substances.

18.2 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of The specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

18.3 The following amendments and/or additions are made a part of this Agreement and shall be given effect notwithstanding any other provision contained herein:

.1 The Architect shall, at no additional cost to the Owner, make any changes in approved plans and specifications necessary to obtain a construction bid which is within 10% of the cost standards established by the Owner.

.2 The Owner shall establish and maintain a reasonable contingency for the course of construction and design related changes for change orders during construction.

.3 The furnishing of current as built drawings of existing structures is the responsibility of the Owner.

.4 Independent Contractor: Architect enters into this Agreement as an independent contractor and not as an employee of the Owner. The Architect shall have no power or authority by this Agreement to bind the Owner in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Architect are employees, agents, contractors or subcontractors of the Architect and not of the Owner. The Owner shall not be obligated in any way to pay wage claims or other claims made against the Architect by any such employee, agents, contractors or subcontractors or any other person resulting from performance of this Agreement. .

.5 Compliance with Local Law: Architect shall comply with professional standards regarding interpretation of applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. It shall be the Owner's responsibility to obtain all rights of way and easements to enable Architect to perform services hereunder.

.6 Architect shall indemnify, defend with counsel approved by NUSD, and hold harmless NUSD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Architect's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the NUSD. Should conflict of interest principles preclude a single lawyer from representing both NUSD and Architect, or should NUSD otherwise find Architect'S legal counsel unacceptable, then Architect shall reimburse the NUSD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Architect shall promptly pay any final judgment rendered against the NUSD (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Architect's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

~~.7 Indemnity: Architect shall indemnify, and hold harmless the Owner, its officers, officials, and employees from and against claims, damages, demands, liability, costs, losses and expenses, to the extent caused as a result of Architect's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the negligence, or willful misconduct of the Owner or of any Third Party.~~

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

Architect:

Kirk Brainerd, Ca18406
Kirk S. Brainerd- Architect
3510 Coon Hollow Road
Placerville, Ca. 95667

Owner:

Mark V. Covington
Executive Director; Facilities & Strategic Planning
Natomas Unified School District
1901 Arena Blvd.
Sacramento, ca. 95834

l:\master agreements\ownerarchagreementmasterschools.doc

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Atkinson, Andelson, Loya, Ruud & Romo
A Professional Corporation
5075 Hopyard Road, Suite 210
Pleasanton, CA 94588
Attention: Patrick A. Gunn, Esq.

This document is recorded for the benefit of the Natomas Unified School District, and recording is fee exempt under section 6103 of the Government Code.

FACILITIES LEASE
9 TEMPORARY PORTABLES AT WESTLAKE CHARTER SCHOOL PROJECT

by and between

ROEBBELEN CONTRACTING, INC.
as Sublessor

and

NATOMAS UNIFIED SCHOOL DISTRICT
as Sublessee

Dated as of June 26, 2013

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FACILITIES LEASE

THIS FACILITIES LEASE ("Facilities Lease"), dated as of June 26, 2013 ("Effective Date"), is entered into by and between ROEBBELEN CONTRACTING, INC., a California corporation duly authorized and licensed to conduct the business provided for herein under the laws of the State of California, and operating under California Contractors State License Board License No. 734124, as sublessor (referred to herein as "sublessee" or "Contractor"), and NATOMAS UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the laws of the State of California, as sublessee ("District").

RECITALS

WHEREAS, the District desires to provide for the construction of certain improvements and performance of certain work, comprising the 9 TEMPORARY PORTABLES AT WESTLAKE CHARTER SCHOOL PROJECT, as more particularly described in Exhibit "A" attached hereto, which is incorporated herein by this reference ("Project");

WHEREAS, on the date hereof, the District has leased the real property on the Westlake Charter School campus, located at 3800 Del Paso Road, Sacramento, CA 95834, as more particularly described in Exhibit "B" attached hereto ("Site") to the Contractor for the construction of the Project pursuant to the terms of a Site Lease by and between the District and the Contractor dated concurrently herewith;

WHEREAS, the District is authorized under section 17406 of the Education Code of the State of California to lease the Site to the Contractor, and to have the Contractor construct the Project on the Site and sublease the Site and the Project to the District, and the Governing Board of the District ("Board") has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Contractor is authorized to sublease the Site to District as sublessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, 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 Site to the Contractor and by immediately entering into this Facilities Lease under which the District will sublease the Site and the Project from the Contractor and make Lease Payments as set forth in the Construction Provisions, Exhibit "D" hereto, or as set forth in the payment schedule attached or to be attached hereto as Exhibit "C" (the "Lease Payment Schedule"); and,

WHEREAS, the District has performed all acts, conditions, and things required to have happened and to have been performed precedent to and in connection with the execution and creation of this Facilities Lease and all such acts, conditions, and things 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.

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NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless the context clearly requires otherwise, the terms defined in this Section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

"Completion" means completion of the Project, as completion is defined in Articles 9 and 14 of the Construction Provisions.

"Construction Provisions" means the terms and conditions for construction of the Project as set forth in Exhibit "D."

"Contractor" means ROEBBELEN CONTRACTING, INC., a California corporation duly authorized and licensed to conduct the business provided for herein under the laws of the State of California, and operating under California Contractors State License Board License No. 734124, together with its successors and assigns.

"Contractor Representative" means the President of the Contractor, or any person authorized to act on behalf of the Contractor under or with respect to this Facilities Lease as evidenced by a resolution conferring such authorization adopted by the Board of Directors of the Contractor or as so designated by the President of the Contractor.

"District" means the NATOMAS UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under the laws of the State of California.

"District Representative" means the Superintendent or Assistant Superintendent of the District, or any other person authorized by the Board to act on behalf of the District under or with respect to this Facilities Lease.

"Event of Default" means one or more events of default as defined in Section 9.1 of this Facilities Lease.

"Facilities Lease" means this Facilities Lease together with any duly authorized and executed amendment hereto.

"Lease Payment" means any payment required to be made by the District pursuant to Section 4.5 of this Facilities Lease and as set forth in Exhibit "C" hereto.

"Lease Payment Schedule" shall mean the payment schedule attached hereto as Exhibit "C."

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"Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of Section 5.1 hereof, permit to remain unpaid; (ii) the Site Lease; (iii) this Facilities Lease; (iv) 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 and which will not materially impair the use of the Site; and (v) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of this Facilities Lease and to which the Contractor and the District consent in writing which will not impair or impede the operation of the Site.

"Project" means the improvements and equipment to be constructed and installed by the Contractor as described in Exhibit "A" attached hereto, and the approved Plans and Specifications for the Project, and includes, unless the context requires otherwise, the Site.

"Site" means that certain parcel of real property and the improvements thereon, if any, more particularly described in Exhibit "B" attached hereto.

"Site Lease" or "Lease" means the Site Lease dated concurrently herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.

"Term of this Facilities Lease" or "Term" means the time during which this Facilities Lease is in effect, as provided for in Section 4.2 of this Facilities Lease.

Section 1.2 Exhibits. The following Exhibits are attached hereto and by this reference incorporated and made a part of this Facilities Lease:

Exhibit A - DESCRIPTION OF PROJECT: The description of the Project.

Exhibit B - DESCRIPTION OF SITE: The description of the real property constituting the Site as reflected on the Site Map.

Exhibit C - SCHEDULE OF LEASE PAYMENTS: The schedule of Lease Payments to be paid by the District hereunder.

Exhibit D - CONSTRUCTION PROVISIONS: The terms and conditions for the construction of the Project.

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 Representations, Covenants, and Warranties of the District. The District represents, covenants, and warrants to the Contractor as follows:

(a) Due Organization and Existence. The District is a public school district, duly organized and existing under the Constitution and laws of the State of California.

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(b) Authorization. The District has the full power and authority to execute, enter into, and deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease, the associated Site Lease, and all of the documents and agreements referenced herein and therein.

(c) 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 Site, except Permitted Encumbrances.

Section 2.2 Representations, Covenants, and Warranties of the Contractor. The Contractor represents, covenants, and warrants to the District as follows:

(a) Due Organization and Existence. The Contractor is a California corporation duly authorized and licensed to conduct the business provided for herein under the laws of the State of California, and operating under California Contractors State License Board License No. 734124.

(b) Authorization. The Contractor has the full power and authority to execute, enter into, and deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease, the associated Site Lease, and all of the documents and agreements referenced herein and therein.

(c) No Violations. The execution and delivery of this Lease and the Site Lease, and the fulfillment of and compliance with the terms and conditions hereof and thereof, and the consummation of the transactions contemplated hereby or thereby, do not conflict with or result 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 constitute a default under any of the foregoing, or result 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 Site, except Permitted Encumbrances.

(d) No Assignments. Except as provided herein, the Contractor will not assign this Facilities Lease, its right to receive Lease Payments and prepayments from the District, or its duties and obligations hereunder to any other person, firm, or corporation so as to impair or violate the representations, covenants, and warranties contained in this Section 2.2. District's consent to any proposed assignment may be withheld for any reason, or no reason, in District's absolute discretion.

(e) No Encumbrances. The Contractor will not pledge the Lease Payments or other amounts derived from the Site and from its other rights under this Facilities Lease, and will not mortgage or encumber the Site, except as provided under the terms of this Facilities Lease.

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ARTICLE III

CONSTRUCTION OF PROJECT

The Contractor agrees to cause the Project to be constructed in accordance with the DSA approved Plans and Specifications, and the Construction Provisions for the Project which are attached hereto as Exhibit "D." The Contractor agrees that it will cause the construction of the Project to be diligently performed. The District and the Contractor may approve changes in the Plans and Specifications for the Project as provided in the Construction Provisions. The Contractor will cooperate at all times with the District in bringing about the timely completion of the Project. The definition and description of the Project contained herein may be amended by the District from time to time.

ARTICLE IV

AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE SITE

Section 4.1 Lease of Property; No Merger. The Contractor hereby subleases the Project and the Site to the District and the District hereby subleases the Project and Site from the Contractor upon the terms and conditions set forth in this Facilities Lease. The sublease of the Site by Contractor to the District shall not effect 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, and the Contractor shall continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease. As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

Section 4.2 Term of Facilities Lease. The Term of this Facilities Lease shall commence on the date hereof, and shall terminate according to Section 4.3.

Section 4.3 Termination of Term. The Term of this Facilities Lease shall terminate upon the earliest of any of the following events:

(a) An Event of Default by District and the Contractor's election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

(b) The arrival of the last day of the Term of this Facilities Lease and/or payment of all Lease Payments hereunder.

Section 4.4 Possession. The District may take possession of the Project hereunder as it is completed.

Section 4.5 Lease Payments.

(a) Obligation to Pay. Subject to the provisions of Articles III, VI and X hereof, the District agrees to pay to the Contractor, its successors, and assigns, as rent for the use and occupancy of the Project and the Site, the Lease Payments in the amounts specified in the Lease Payment Schedule. Pursuant to the Lease Payment Schedule, Lease Payments shall be

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made for the Site and portions of the Project as construction of the Project is completed. All Lease Payments will be subject to and not exceed the Guaranteed Maximum Sum set forth in the Construction Provisions.

(b) Lease Payments to Constitute Current Expense of the District. The District and the Contractor understand and intend that the obligation of the District to pay Lease Payments 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. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated, or otherwise legally available, for the purpose of paying Lease Payments or other payments due hereunder as consideration for use of the Site during the fiscal year of the District for which such funds were budgeted and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments which may become due hereunder. The District has not pledged the full faith and credit of the District, the State of California, or any agency or department thereof to the payment of the Lease Payments or any other payments due hereunder.

(c) Appropriation. The District has appropriated that portion of the Guaranteed Maximum Sum to be earned during the current fiscal year from the District's current fiscal year and/or State funds to be received during the District's current fiscal year, and has segregated or will segregate such funds in a separate account to be utilized solely for Lease Payments. The District will do so for each fiscal year during which the Project is to be constructed or Lease Payments are to be made.

Section 4.6 Quiet Enjoyment. Excepting any interference resulting from the Contractor's performance pursuant to the Construction Provisions, during the term of this Facilities Lease, the Contractor shall provide the District with quiet use and enjoyment of the Site, and the District shall during such term peaceably and quietly have and hold and enjoy the Site, without suit, trouble, or hindrance from the Contractor, except as expressly set forth in this Facilities Lease. At the request of the District, the Contractor will join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Contractor may lawfully do so. Notwithstanding the foregoing, the Contractor shall have the right to enter, perform construction upon, and inspect the Site as provided in Section 7.1 hereof.

Section 4.7 Title. During the Term of this Facilities Lease, the District shall hold title to the Site and obtain title to the Project from the Contractor, and any and all additions which comprise fixtures, repairs, replacements, or modifications thereof, as construction progresses and corresponding Lease Payments are made to Contractor. During the term of this Facilities Lease, the Contractor shall have only a leasehold interest in the Site pursuant to the Site Lease.

If the District prepays the Lease Payments in full pursuant to Article X hereof, makes an advance deposit pursuant to Section 10.1 hereof, or pays all Lease Payments, all remaining right, title, and interest of the Contractor, if any, in and to the Project and the Site, shall be fully

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satisfied, transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer.

Section 4.8 Abatement of Rent in the Event of Substantial Interference with Use and Occupancy of the Project and the Site. The amount of Lease Payments for the Project and the Site shall be abated during any period in which there is substantial interference with the use and occupancy of the Project and the Site by the District, including but not limited to by reason of delay in the completion of the Project beyond the final completion date specified in the Construction Provisions. The amount of such abatement shall be agreed upon by the District and the Contractor such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portion of the Project and the Site, if any, with respect to which there is no such substantial interference. Such abatement shall continue for the period commencing with such substantial interference and ending with the termination of such interference.

Section 4.9 Fair Rental Value. The Lease Payments and any prepayment thereof constitute the total rent for the Project and the Site and shall be paid by the District as set forth in Exhibit "C" hereto for and in consideration of the right to use and occupy the Project and the Site during each month, and the continued quiet use and enjoyment thereof. District and Contractor have agreed and determined that the total Lease Payments and any prepayment thereof do not exceed 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 Site, and the benefits therefrom which will accrue to the District and the general public.

ARTICLE V

MAINTENANCE; TAXES; AND OTHER MATTERS

Section 5.1 Maintenance, Utilities, Taxes, and Assessments. Except as provided for in the Construction Provisions, the repair and maintenance of the Project and the Site shall be the responsibility of the District after occupancy by the District, and only as to portions occupied by the District. Contractor shall be responsible for repair, maintenance, and utilities as otherwise agreed during construction. The District may take partial occupancy of the Project in accordance with the terms of the Construction Provisions.

If applicable, the District shall also pay or cause to be paid all taxes and assessments of any type or nature charged to the Contractor or District affecting the Project and the Site.

ARTICLE VI

EMINENT DOMAIN

Section 6.1 Eminent Domain.

(a) Eminent Domain Takings. If all of the Project and the Site shall be taken permanently under the power of eminent domain, the term of this Facilities Lease shall cease as of the day possession shall be so taken. If less than all of the Project and the Site shall be taken

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permanently, or if all of the Project and the Site or any part thereof shall be taken temporarily, under the power of eminent domain:

(1) This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary; and,

(2) There shall be a partial abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.

(b) Eminent Domain Award. The net proceeds of any eminent domain or condemnation award, judgment, or settlement shall be payable to the District.

ARTICLE VII

ACCESS

The Contractor shall have the right at all reasonable times to enter upon the Site to construct and inspect the Project pursuant to the Construction Provisions. The District shall have the right at all reasonable times to enter upon the Site for whatever purpose District chooses, provided such entry does not interfere with Contractor's ability to pursue completion of the Project, and subject to compliance with Section 24 of the Construction Provisions.

ARTICLE VIII

ASSIGNMENT, SUBLEASING; AMENDMENT

Section 8.1 Assignment and Subleasing by the District. This Facilities Lease may not be assigned by the District without Contractor's written consent. Any sublease shall be subject to all of the following conditions:

(a) This Facilities Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District;

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Contractor a true and complete copy of such sublease; and

(c) No such sublease by the District shall cause the Project or the Site to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

Section 8.2 Amendment of this Facilities Lease. Without the written consent of the Contractor, the District will not alter, modify, or cancel or agree or consent to alter, modify, or cancel this Facilities Lease.

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ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. The following shall be "Events of Default" under this Facilities Lease and the terms "Event of Default" and "default" shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

(a) Failure by the District to pay any undisputed Lease Payment or other undisputed payment required to be paid hereunder at the time specified herein.

(b) Failure by the District to observe and perform any covenant, condition, or agreement in this Facilities Lease on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Contractor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Contractor shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District to promptly lift any execution, garnishment, attachment, or adjudication of the District as a bankrupt, assignment by the District for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

Section 9.2 Remedies on Default. Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Contractor to 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 the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition hereof and upon the breach thereof, the Contractor may exercise any and all rights of entry and re-entry upon the Project and the Site, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be affected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Contractor, the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Facilities Lease and the performance of all conditions herein contained. In such event, rent and/or damages shall be payable to the Contractor at the time and in the manner as herein provided, to wit:

(a) In the event the Contractor does not elect to terminate this Facilities Lease in the manner herein provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Contractor for any deficiency arising out of the re-

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letting of the Project and the Site, or, in the event the Contractor is unable to re-let the Project and the Site, then for the full amount of all Lease Payments to the end of the Term of this Facilities Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinbefore provided for the payment of Lease Payments hereunder, notwithstanding such entry or reentry by the Contractor or any suit in unlawful detainer, or otherwise, brought by the Contractor for the purpose of affecting such re-entry or obtaining possession of the Project and the Site or the exercise of any other remedy by the Contractor. The District hereby waives any and all claims for damages caused or which may be caused by the Contractor in re-entering and taking possession of the Project and the Site as herein provided and all claims for damages that may result from the destruction of or injury to the Project and the Site and all claims for damages to or loss of any property belonging to the District that may be in or upon the Project and the Site. The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of the Contractor to re-rent the Project and the Site in the event of such re-entry without affecting a surrender of this Facilities Lease, and further agrees that no acts of the Contractor in affecting such re-renting or re-leasing shall constitute a surrender or termination of this Facilities Lease irrespective of the term for which such re-leasing or re-renting is made or the terms and conditions of such re-leasing or re-renting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Facilities Lease shall vest in the Contractor to be affected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof.

(b) In case of an event of default by the District hereunder, the Contractor at its option may terminate this Facilities Lease and re-rent or re-lease all or any portion of the Project and the Site for the remaining Term of this Facilities Lease, and no longer. In the event of the termination of this Facilities Lease by the Contractor at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Project and the Site by the Contractor in any manner whatsoever or the re-renting or re-leasing of the Project and the Site), the District nevertheless agrees to pay the Contractor's reasonable costs, losses, or damages, payable at the same time and in the same manner as herein provided for Lease Payments. The Net Proceeds relating to the re-renting of the Site and the Project shall be used in the manner set forth in Section 9.6 hereof. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Contractor shall of itself operate to terminate this Facilities Lease, and no termination of this Facilities Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Contractor shall have given written notice to the District of the election on the part of the Contractor to terminate this Facilities Lease. The District covenants and agrees that no surrender of the Site for the remainder of the Term hereof or any termination of this Facilities Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Contractor by such written notice.

Section 9.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the 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

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expedient. In order to entitle the Contractor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.4 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.

Section 9.5 Application of Proceeds. All net proceeds received from the re-rent, re-lease, or other disposition of the Project and the Site under this Article, and all other amounts derived by the Contractor as a result of an Event of Default hereunder, shall be applied to the Lease Payments in order of payment date and, in the case of the Net Proceeds received from the re-renting or re-leasing of the Project and the Site pursuant to Section 9.2(b), all such proceeds shall be applied to the prepayment of the Lease Payments in accordance with Section 10.2 hereof.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1 Advance Payment of All Lease Payments. Notwithstanding any other provision of this Facilities Lease, the District may, so long as the District is not in default hereunder, secure the payment of Lease Payments by a deposit with the Contractor of cash in an amount which is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment Schedule set forth in Exhibit "C" hereto. In the event of a deposit pursuant to this Section, all obligations of the District under this Facilities Lease, and all security provided by this Facilities Lease for said obligations, shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, Lease Payments from the deposit made by the District pursuant to this Section, and any title interest held by Contractor, if any, to the Project and/or the Site shall revert to the District on the date of said deposit automatically and without further action by the District or the Contractor.

Section 10.2 Optional Prepayment. The District may prepay the Lease Payments, in whole or in part, at any time. The District shall give the Contractor written notice of its intention to exercise its option and the date and amount of such prepayment not less than fifteen (15) days in advance of the date of exercise.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices or other communications hereunder shall be deemed sufficiently given when given as follows: if notice is given to Contractor, by personal delivery thereof to Contractor's representative or to its foreman at the Site, or by depositing same in the United States mail enclosed in a sealed envelope addressed to Contractor at its regular place of

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business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered, or by electronic mail ("e-mail") with delivery and read receipts required and received by District; and, if notice is given to District, by personal delivery thereof to District's representative, or by depositing same in the United States mail enclosed in a sealed envelope addressed to District, postage prepaid and registered, or by "e-mail" with delivery and read receipts required and received by Contractor.

If to Contractor:	ROEBBELEN CONTRACTING, INC. 1241 Hawks Flight Court El Dorado Hills, CA 95762 Attn: Chief Executive Officer (916) 939-4028 (Facsimile)
If to District:	NATOMAS UNIFIED SCHOOL DISTRICT 1901 Arena Blvd. Sacramento, CA 95834 Attn: Superintendent (916) 567-5470 (Facsimile)
With Copies to:	NATOMAS UNIFIED SCHOOL DISTRICT 1901 Arena Blvd. Sacramento, CA 95834 Attn: Mark V. Covington, R.A., LEED AP Executive Director Facilities & Strategic Planning mcovington@natomas.k12.ca.us (916) 567-5470 (Facsimile)
	ATKINSON, ANDELSON, LOYA, RUUD & ROMO 5075 Hopyard Road, Suite 210 Pleasanton, CA 94588 Attn: Patrick A. Gunn, Esq. pgunn@aalrr.com (925) 227-9202 (Facsimile)

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

Section 11.2 Binding Effect. This Facilities Lease shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

Section 11.3 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.

Section 11.3 Net-Net-Net Lease. This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and District and Contractor hereby agree that the Lease Payments

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shall be an absolute net return to the Contractor, free and clear of any expenses, charges, or setoffs whatsoever.

Section 11.4 Further Assurances and Corrective Instruments. The Contractor and the District agree that they will, 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 Site hereby leased or intended so to be or for carrying out the expressed intention of this Facilities Lease.

Section 11.5 Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 11.6 Applicable Law and Venue. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be in the county where the Project is located.

Section 11.7 Contractor and District Representatives. Whenever under the provisions of this Facilities Lease the approval of 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.

Section 11.8 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 section of this Facilities Lease, nor the construction or interpretation of any part thereof.

Section 11.9 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. No provision of this Facilities Lease may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

Section 11.10 Attorney's Fees. If either party brings an action or proceeding involving the Project, the Site, or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear its own attorney fees and costs.

Section 11.11 Advice of Counsel. Each party represents that prior to the execution of this Agreement, it had the independent advice of counsel or opportunity to seek such advice, and the party apprised themselves of sufficient relevant data in order that they might intelligently exercise their own judgment in deciding to execute this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Facilities Lease to be executed by their respective duly authorized officers as of the Effective Date.

NATOMAS UNIFIED SCHOOL DISTRICT

By:_____
Chris Evans, Superintendent

ROEBBELEN CONTRACTING, INC.

By:_____
Chief Executive Officer

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By:_____
Patrick A. Gunn, Esq., Legal Counsel for
Natomas Unified School District

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EXHIBIT "A"

DESCRIPTION OF PROJECT

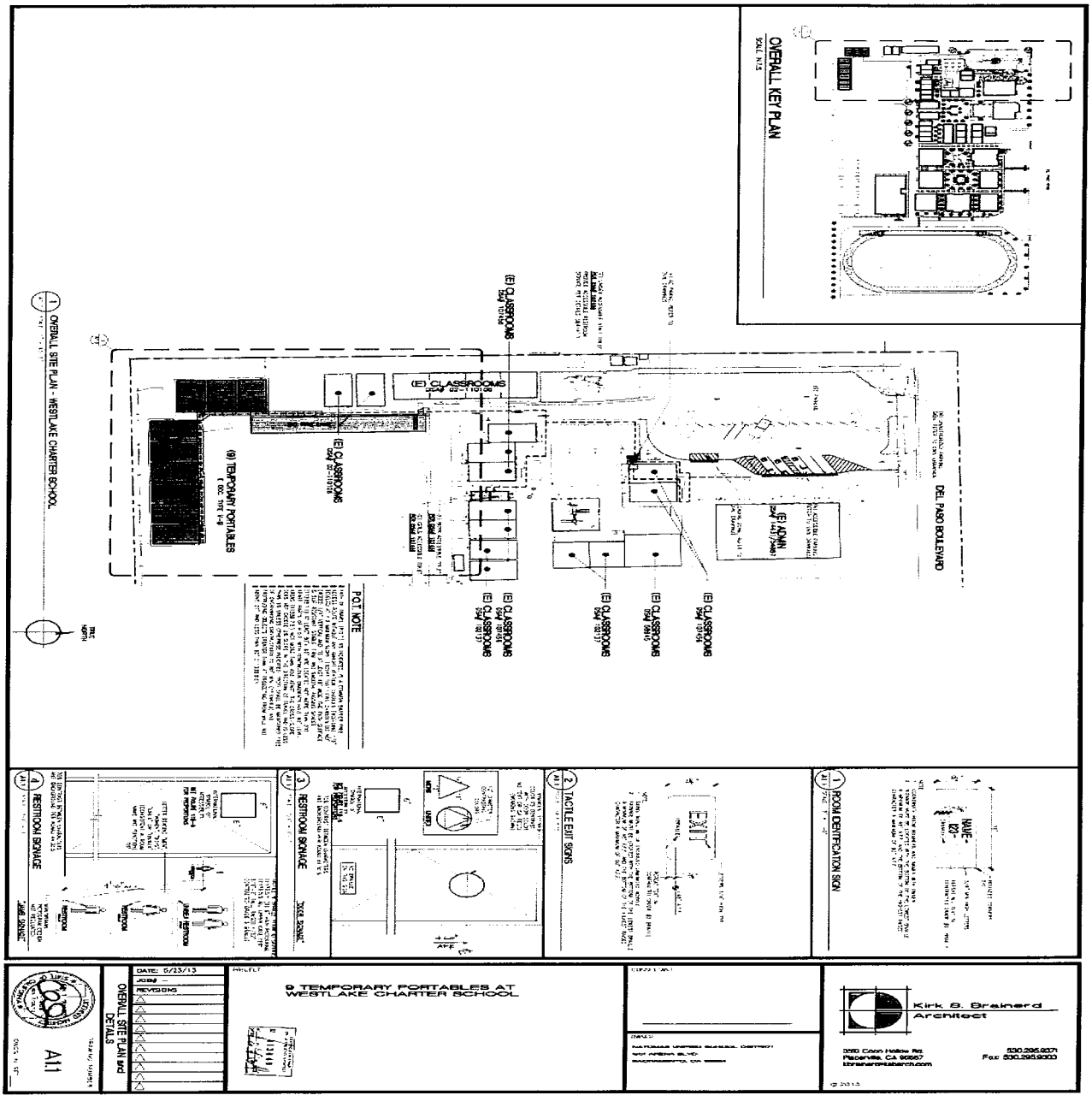
The Project includes all labor, materials, equipment and services required to complete the work reflected in and implicit in the DSA approved Project Manual and associated Plans and Specifications ("Construction Documents") for the Project, which includes but is not limited to the following:

Perform site improvement activities including site demolition, grading, base rock, paving, site concrete, storm drain systems and site electrical. This work shall be coordinated with the modular building manufacturer who will transport, place and connect the temporary classrooms.

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EXHIBIT "B"

DESCRIPTION OF SITE



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EXHIBIT "C"

SCHEDULE OF LEASE PAYMENTS

District shall make Lease Payments for the Facilities Lease in conformance with and subject to the terms and conditions for payments for the Project as set forth in the Construction Provisions, or as otherwise set forth below.

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EXHIBIT "D"

TO FACILITIES LEASE DATED JUNE 26, 2013

CONSTRUCTION PROVISIONS

FOR:
9 TEMPORARY PORTABLES AT WESTLAKE CHARTER SCHOOL PROJECT

OWNER:
NATOMAS UNIFIED SCHOOL DISTRICT

CONTRACTOR:
ROEBBELEN CONTRACTING, INC.

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1. ACKNOWLEDGMENTS

The NATOMAS UNIFIED SCHOOL DISTRICT ("District") a public school district duly organized and existing under the laws of the State of California, and ROEBBELEN CONTRACTING, INC., a California corporation duly authorized and licensed to conduct the business provided for herein under the laws of the State of California, and operating under California Contractors State License Board License No. 734124 ("Contractor"), acknowledge the following:

a. The District desires to have Contractor construct improvements comprising the 9 TEMPORARY PORTABLES AT WESTLAKE CHARTER SCHOOL PROJECT ("Project"), on the Westlake Charter School campus, located at 3800 Del Paso Road, Sacramento, CA 95834 ("Site"), which is subject to a Site Lease and a Facilities Lease, both dated concurrently herewith between the District and Contractor;

b. The District owns the Site, or will own the Site prior to execution of the Site Lease and Facilities Leases;

c. The District and Kirk Brainerd, AIA ("Architect") have entered into an agreement for architectural services with respect to the design of the Project;

d. The Construction Documents for the Project, comprising the Project Manual, plans, specifications and other documents included or incorporated by reference therein, have been submitted to the Division of State Architect ("DSA") for approval, have been approved by DSA, and are incorporated herein by this reference. These documents were included in DSA File No. 34-39, Application # 02-112779, and Tracking No. 75283-73. The list of the Construction Documents is attached hereto as Attachment #1;

e. Prior to execution of the Site Lease and Facilities Lease, Contractor has thoroughly investigated the Site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the Site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Sum as set forth and defined in Article 3(b) of these Construction Provisions, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known Site conditions; and,

f. Contractor is experienced in construction of the type and quality desired by District and reflected in the Construction Documents, and possesses all necessary licenses and qualifications which are required to build and deliver the Project.

2. CONTRACTOR'S DUTIES AND STATUS

Contractor shall be responsible for furnishing and completing the construction of the Project pursuant to these Construction Provisions and the Construction Documents. Contractor further agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers and materials and to perform the work appropriately, expeditiously, and economically, consistent with the interests of District.

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3. DEFINITIONS

a. CONSTRUCTION. The term "Construction" as used herein includes all labor and services necessary for the construction and delivery of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work for Construction Services set forth in Article 7. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities, including, but not limited to, light, water and power, necessary for the proper execution and completion of the Project pursuant to the Construction Documents and the terms of these Construction Provisions.

The Construction Documents are intended to supplement each other, and any element reflected in one document but not in another shall nonetheless be performed as if such element were reflected in all Construction Documents. Contractor shall strictly comply with all work expressed in the Construction Documents. Contractor shall substantially comply with all work reasonably implied through the Construction Documents. Unless expressly stated otherwise in the Construction Documents, Contractor shall strictly comply with all standards applicable to the Project, written and graphic, adopted or promulgated by each public agency claiming jurisdiction over the Project. Unless expressly stated otherwise in the Construction Documents, the Contractor shall strictly comply with all applicable laws (including without limitation the Uniform Building Code, the California Building Code, State, County, City and District policies, ordinances, statutes, and regulations, and DSA directions) relating to construction of the Project. Unless expressly stated otherwise, the most stringent requirement among all the foregoing sources shall supersede all others. In all cases, the highest and most rigorous applicable construction industry standards shall govern interpretation of the Construction Documents.

b. GUARANTEED MAXIMUM SUM. The term "Guaranteed Maximum Sum" as used herein means the amount of **SIX HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS ($639,279.00)**, which amount includes an additive alternate for electrical work in the amount of FOURTEEN THOUSAND THIRTY-TWO DOLLARS ($14,032.00) (which amount, or any portion thereof, if unused at District's direction, will be returned to District) and an additional sum of FIFTY THOUSDAND DOLLARS ($50,000.00) for a District controlled "Contingency Fund" subject to the provisions of Article 4 of these Construction Provisions. The Guaranteed Maximum Sum is the maximum amount which may be paid to Contractor by the District for the Contractor's performance of all obligations, express and implicit, in these Construction Provisions, including all documents incorporated herein by reference, subject to any adjustments for Extra Work/Modifications as provided in Article 8, or Savings as provided in Article 6, and subject to a full - final accounting by Contractor as set forth in Article 51. All unused amounts within the Guaranteed Maximum Sum shall remain the property of District and be reflected on Contractor's final application for payment as a credit to District.

Contractor will prepare a detailed line item costing for the Project or Master Budget prior to the execution of the Site and Facilities Lease, totaling the Guaranteed Maximum Sum for the Project. All parties agree and acknowledge that the Guaranteed Maximum Sum comprises a lump sum for: 1) all obligations, express and implicit, in these Construction Provisions, including all documents incorporated herein by reference, including, but not limited to, the Construction Documents; and 2)

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those sums to be paid as and for rent or Lease Payments or optional prepayment thereof. District and Contractor represent and warrant that 1) the total amount of Lease Payments and optional prepayment thereof constitute the total rental for the Project, which total does not exceed the fair market rental value for the Project, 2) said rental amount has been incorporated into the Guaranteed Maximum Sum in consideration and inducement of this document and the Site Lease and Facilities 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, and 3) said rental amount shall be paid by the District as a part of the Guaranteed Maximum Sum, pursuant to the terms of this document. For purposes of accounting and tracking expenditures, the Guaranteed Maximum Sum includes **THREE THOUSAND FIVE HUNDRED DOLLARS per month ($3500.00)** to be paid as rental/lease payments or prepayment thereof, which rental/lease payments or prepayment thereof shall be paid monthly by the District during the course of construction, in equal payments, with District local funds, exclusive of any local match contribution funds.

c. SUBCONTRACTOR. As used herein, the term "Subcontractor" shall mean any person or entity that has a contract with Contractor to perform any of the Construction.

d. CONSTRUCTION DOCUMENTS. As set forth above, the term "Construction Documents" means the project manual, plans, specifications and other documents included or incorporated by reference therein, included in DSA File No. 34-39, Application # 02-112779, and Tracking No. 75283-73, and approved by DSA, which are incorporated herein by this reference, and which are referred to in Attachment #1, hereto. The Construction Documents for the Project have been reviewed by Contractor, who agrees and acknowledges that they are complete and constructible within the Guaranteed Maximum Sum.

4. CONTINGENCY FUND

a. Contractor and District hereby create a contingency fund ("Contingency Fund") for the District's benefit which shall originally consist of FIFTY THOUSAND DOLLARS ($50,000.00). The Contingency Fund may be increased from any Cost Savings as set forth in Article 6 herein. This Contingency Fund is a line item within the Guaranteed Maximum Sum. In no event shall the total Project cost to be paid to Contractor exceed the Guaranteed Maximum Sum set forth in section 3(b) herein.

b. The Contingency Fund shall be utilized at District's sole discretion and election, including but not limited to, for the payment of: (1) any and all unforeseen costs which are within the scope of work for the Project; or (2) additional work desired by the District pursuant to Article 8 of these Construction Provisions. Prior to commencing any work which would result in the utilization of the Contingency Fund, District and Contractor shall agree in writing singularly, or by way of approved change order, upon the cost of such work. In the event that Contractor commences such work without the District and Contractor agreeing upon the cost for such work or a mutually acceptable method for determining the cost for such work, Contractor shall, for all purposes, be deemed to have waived any rights to compensation with respect to such work.

c. Any unused amounts of the Contingency Fund after completion of the Project shall remain the property of District and be shown as a credit reducing the GMP in Contractor's project accounting, or shall be returned to the District upon written request if held by Contractor.

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5. NOTICE TO PROCEED WITH CONSTRUCTION SERVICES

After execution of the Facilities Lease and Site Lease and any related documents relating to the lease of the Site and/or the construction of the Project, District shall issue to Contractor a Notice to Proceed with the construction of the Project pursuant to the terms hereof, with construction to commence on **JUNE 26, 2013**.

6. COST SAVINGS

Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Sum shall be identified by Contractor, and if approved in writing by the District, such cost savings shall be fully credited towards the Contingency Fund. If any cost savings require revisions to the Construction Documents, Contractor shall work with the Architect with respect to revising the Construction Documents and, if necessary, assist the Architect in obtaining the approval of DSA with respect to such revisions. District shall pay reasonable costs incurred by Architect for such revisions out of the identified savings. All cost savings shall be shared by District and Contractor, with ninety percent (90%) credited to District for its sole use and benefit, and ten percent (10%) credited to Contractor for its sole use and benefit. Cost savings identified prior to execution of the Site Lease and Facilities Lease will not be subject to this shared savings provision, and District shall retain the benefit of all associated cost savings.

7. SCOPE OF WORK FOR CONSTRUCTION SERVICES

a. Contractor shall complete the construction of the Project in accordance with the Construction Documents and these Construction Provisions, performing all work relating to the Project appropriately, expeditiously, and economically, with a highest standard of quality with respect to assembly, finishes and workmanship, and all material, equipment and fixtures meeting or exceeding the requirements of the Construction Documents. All construction shall be pursuant to DSA approved construction documents.

b. Contractor shall establish procedures for the protection of the Project and all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site.

c. Contractor shall develop, within fifteen (15) days of receipt of the Notice to Proceed, a mutually agreed upon program with the District to comply with any mitigation measures adopted for the Project pursuant to the California Environmental Quality Act ("CEQA") and to abate and minimize noise, dust, and disruption to normal activities at and about the Site, including procedures to control on-site noise, dust and pollution during construction.

d. Contractor shall perform any required site mitigation or remediation.

e. Contractor will maintain records of all internal and external correspondence related to the Project, and all project documents, drawings, contracts, change orders (if applicable), contractor submittals, and shop drawings. Architect shall document and distribute minutes from weekly meetings and other meetings for which minutes are kept. Contractor shall be responsible for tracking submittals, change orders, RFIs, ASIs and updating logs for weekly meetings which

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pertain to the Scope of Work. Architect shall be responsible for creating change orders including the description of the changes for the cover letter to the Board of Trustees, in relation to the Scope of Work. Contractor shall keep detailed minutes of all construction meetings pertaining to the Scope of Work.

f. Contractor will prepare, file, and distribute a Project Status Report as requested by the District, as well as Verified Reports required by Title 24, and expenditure logs required by OPSC.

Notwithstanding the above, District shall be responsible for the following:

(1) With the assistance of Contractor, District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof;

(2) District shall pay for all utility hook-ups and utility connection fees for the completed Project;

(3) With Contractor's assistance and guidance, District shall obtain and pay for all permits, fees and licenses relating to the Project, however, District shall not be responsible for any costs for the building licenses of Contractor and Contractor's subcontractors; and,

(4) DSA inspectors and testing.

8. EXTRA WORK/MODIFICATIONS

a. The District may prescribe additional work or a modification of requirements or of methods of performing the construction of the Project which differ from the work or requirements set forth in the Construction Documents ("Modifications"); and for such purposes, the District may at any time during the life of the Facilities Lease, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished.

b. Prior to Contractor commencing any work with respect to Modifications, District and Contractor must agree upon the cost or savings of such Modifications, which shall be added to the Guaranteed Maximum Sum or the Contingency Fund, as applicable. In the event that Contractor commences work with respect to any requested Modifications without the District and Contractor agreeing upon the cost for such Modifications or mutually acceptable method for determining the cost for such Modifications, Contractor shall, for all purposes, be deemed to have waived any rights to compensation with respect to such Modifications.

c. All Modifications approved in writing shall be funded from the Contingency Fund or as directed by District. This applies only to District initiated additional work, and work performed based on pre-approved allowances. This shall not apply to modifications or additional work, time or expense incurred by Contractor, as a result of error, omission or oversight of Contractor or any of its contractors or suppliers.

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9. TIME OF COMPLETION OF CONSTRUCTION SERVICES

a. Once the District has issued a Notice to Proceed pursuant to Article 5 hereof, Contractor shall proceed with the construction of the Project with due diligence. Contractor agrees to complete the Project, including all closeout obligations under Article 23 of these Construction Provisions, on or before **AUGUST 30, 2013** ("Completion Date"). Contractor shall coordinate the Project Schedule with District to ensure completion of designated portions of the Project on or before **AUGUST 9, 2013**, prior to return of District teachers and students to the Site to allow uninterrupted use of the designated portions of the Project.

b. The Project, including the performance of all Construction Services by Contractor and all Progress Payments by District, may be suspended by District upon sixty (60) days written notice to Contractor that funds allocated by the District to the Project from any anticipated source or sources, have not been or are anticipated not to be received, or are anticipated to be exhausted prior to Completion of the Project, or in the event that the Project is subject to legal challenge before any Court or public agency with colorable jurisdiction over the Project, the funding of the Project, approval or regulation of the Project or having any authority to disrupt the Project. Upon issuance of such notice of suspension from the District, the Contractor shall take all reasonable steps to immediately cease Construction Services and demobilize from the Site, pending notice of resumption of Construction Services, if any. The Contractor shall be entitled to charge reasonable reimbursement for demobilization costs actually incurred, up to and in no event exceeding one percent (1%) of the Guaranteed Maximum Sum set forth herein, exclusive of any subsequent increases to the Guaranteed Maximum Sum, in the next application for Progress Payment following completed demobilization; however, such costs shall be reimbursed by the District only to the extent of available funds actually received by the District from any anticipated funding source(s) as of the date of issuance of the notice of the suspension of Construction Services.

The Project, including the performance of all Construction Services by Contractor and all Progress Payments by District, shall be resumed within sixty (60) days of issuance of written notice from the District to the Contractor that additional funds have been received from any anticipated funding source(s) or that the subject legal challenge has been resolved. The Contractor shall be entitled to charge for reasonable remobilization costs actually incurred, up to and in no event exceeding one percent (1%) of the Guaranteed Maximum Sum set forth herein, exclusive of any subsequent increases to the Guaranteed Maximum Sum, in the next application for Progress Payment following completed remobilization. However, such costs shall be reimbursed by the District only to the extent of available funds actually received by the District from any anticipated funding source(s) as of the date of issuance of the notice of the resumption of Construction Services.

In the event that reimbursement charges actually paid and reasonably anticipated by the District, along with the Guaranteed Maximum Sum, exceed the total funds available to the District from the contemplated funding source(s), upon written request by the District, the District and Contractor shall negotiate in good faith a Modification of the Construction Documents to reduce the Guaranteed Maximum Sum to a sum such that the reimbursement charges actually paid and reasonably anticipated by the District, along with the Guaranteed Maximum Sum, as modified at the time of such negotiation, shall be within the funds available to the District from the contemplated funding source(s). Contractor waives any and all claim to lost profit, as well as any

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other economic or other consequential loss that may arise from such Modification of the Construction Documents.

10. CONSTRUCTION SCHEDULE

Within seven (7) days after the District's issuance of a Notice to Proceed with Construction Services pursuant to Article 5 hereof, Contractor shall furnish District with a complete "as planned" bar schedule setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to the terms hereof ("Construction Schedule"). The Construction Schedule shall utilize the Completion Date and shall be updated by Contractor as necessary and revisions in said schedule shall be furnished to District weekly. The Construction Schedule shall utilize the Critical Path Method ("CPM"). The Construction Schedule shall include any and all milestones identified by the District as critical elements within the CPM.

It is specifically understood that District is entitled to and will rely upon and utilize the Construction Schedule as it is revised from time to time to determine final dates upon which to make decisions it must make with respect to the Project.

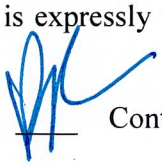
11. LIQUIDATED DAMAGES

The Parties hereby mutually agree and acknowledge that certain breaches of this Agreement would result in damages to the District, which damages would be impracticable and/or difficult to ascertain. Therefore, liquidated damages in an amount reasonably estimated to fairly compensate the District in the event of such breaches as are specified below.

IF THE PROJECT IS NOT COMPLETED WITHIN THE TIME PERIOD SET FORTH IN ARTICLE 9 HEREOF, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. IT BEING IMPRACTICAL AND UNFEASIBLE/OR DIFFICULT TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT, AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, **ONE THOUSAND DOLLARS ($1000.00)** FOR EACH CALENDAR DAY OF DELAY IN COMPLETION OF THE PROJECT.

a. IF THE CONSTRUCTION SCHEDULE REQUIRED UNDER ARTICLE 10 HEREOF IS NOT PROVIDED IN STRICT ACCORDANCE WITH THE PROVISIONS OF ARTICLE 10, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. IT BEING IMPRACTICABLE AND/OR DIFFICULT TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT, AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, TWO THOUSAND DOLLARS ($2,000.00) FOR EACH CALENDAR DAY OF DELAY IN PROVIDING THE INITIAL CONSTRUCTION SCHEDULE OR ANY WEEKLY UPDATE THERETO.

Article 11, "Liquidated Damages," is expressly understood and agreed to by the parties hereto:



Contractor's Initials

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District's Initials

In the event that the performance and/or completion of the Project, or provision of an initial Construction Schedule or weekly update thereto is delayed at any time by any act or omission of District or by any employee or agent of District, by strikes, by lockouts, by fire, by embargoes, by flood, by weather, by earthquake, by acts of war or force majeure, or by any other cause beyond the reasonable control of Contractor, the aforesaid date for completion of the Project or provision of a Construction Schedule shall be extended for a reasonable period as a consequence of such delay. With respect to delays caused by weather, a day-for-day extension of the Completion Date will be allowed for each day the Contractor could not work, exclusively, without any other right or entitlement of Contractor to claim or receive additional compensation of any nature or kind arising from or related to such weather delay, pursuant to the terms of Article 10 immediately above.

12. PROGRESS PAYMENTS FOR CONSTRUCTION SERVICES

Subject to the provisions set forth in the Facilities Lease each month while Contractor is providing Construction Services, District shall pay to Contractor a Progress Payment. Each Progress Payment shall comprise a sum equal to ninety five percent (95%) of the value of the construction service work performed from the first through the last day of the previous month, less the aggregate of previous payments. The remaining five percent (5%) shall be withheld by the District, either in its own accounts or in accordance with the requirements of Article 14 of these Construction Provisions.

Progress Payments shall be made pursuant to estimates of progress on the Project ("Progress Payment Application"), subject to the review and approval of the District, Architect and Project Inspector, or any other approved representative of the District ("Reviewers"). Progress Payment Application shall be prepared by Contractor on a form approved by District, which may be the AIA form of Application and Certificate for Payment (AIA form G702–1992), which need not be, but may be accompanied only by the AIA Continuation Sheet (AIA form G703–1992), and certified by Architect and Project Inspector, or any other approved representative of the District. Contractor shall provide along with each Progress Payment Application an estimate of the amount of the next Progress Payment Application, which may not exceed the estimate by more than ten percent (10%). Each Progress Payment Application must be filed before the fifth day of the month during which payment is requested by the Contractor. The estimates of work completed are acknowledged and understood to comprise estimates, only, such that no inaccuracy or error in said estimate shall release Contractor or any bondsman from the obligation to furnish and complete such work, or prevent District from enforcing each and every provision of these Construction Provisions, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work that is deemed by any Reviewer to be incomplete, not conforming to the Construction Documents or otherwise defective. District shall withhold from the Progress Payments one hundred fifty percent (150%) of the estimated value of work that is deemed by any Reviewer to be incomplete, not conforming to the Construction Documents or otherwise defective unless satisfactorily corrected or remedied.

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If all of the information (including the schedule of values) deemed necessary by the Reviewers for such review of a Progress Payment Application is submitted by the Contractor, and all information in and submitted with the Progress Payment Application is deemed accurate by the Reviewers, District shall approve the Progress Payment Application. The District shall either approve the entire Progress Payment Application, approve portions of the Progress Payment Application and return it with identification of those amounts not approved and in dispute, or return it with specific requirements for additional information or corrections to information within fifteen (15) business days after District's receipt of the Progress Payment Application. If the Progress Payment Application is approved by the District, the District shall pay the approved amounts of such Progress Payment Application within fifteen (15) business days after approval of the periodic estimate for partial payment by the District Board of Education.

In no event shall the cumulative total of the Progress Payments, along with the balance of the Contingency Fund, if any, and any anticipated retention ever exceed the Guaranteed Maximum Sum as defined herein, unless modified pursuant to Article 8 of these Construction Provisions.

Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District upon payment therefor from the District. However, responsibility for the care, storage and protection of all materials and/or work of this contract shall remain with Contractor until incorporated into the Project and accepted by District pursuant to section 14 herein; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of the Facilities Lease; and Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to the District or its authorized representative. References to equipment herein include equipment to become fixtures on the Project, or otherwise provided for the Project pursuant to the Construction Documents, but do not include Contractor's tools and construction equipment.

13. PAYMENTS WITHHELD

a. In addition to any other sums subject to withholding under these Construction Provisions, District may withhold from the Progress Payments a sufficient amount or amounts (to a maximum of 150%) as in its judgment may be necessary to cover:

(1) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor/materials furnished in and about the performance of work on the Project;

(2) Defective work not remedied;

(3) Failure of Contractor to make proper payments to its subcontractor for material or labor;

(4) Completion of the contract if there exists a reasonable doubt that the contract can be completed for the balance then unpaid;

(5) Poor quality or improperly executed work;

(6) Damage to another contractor;

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(7) Site clean-up.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

b. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

14. ACCEPTANCE OF COMPLETION; RELEASE OF RETENTION; SUBSTITUTION OF SECURITIES

The Project shall only be considered complete after the District's Board formally accepts completion of the Project and the District records a Notice of Completion for the Project. District shall have no obligation to accept completion of the Project until the entire work, including all punch list items have been completed to the satisfaction of the District and all close-out documents, including, but not limited to, Record Drawings, Operation and Maintenance Manuals and DSA-required forms have been provided to the District, and staff training has been completed to the satisfaction of the District. Architect and Project Inspector, and any other approved representative of the District, shall determine when the Project is complete. Subject to these Construction Provisions, District will release any retention, less sums withheld pursuant to any good faith dispute relating to the Project, in not less than thirty-five (35) days of recordation of the Notice of Completion. The release of the retention hereunder shall constitute the final Lease Payment, as provided for in the Facilities Lease. Furthermore, District shall make the final Lease Payment within sixty (60) days of Project acceptance, recordation of a Notice of Completion, or the date of occupation, beneficial use, and enjoyment of the Project, accompanied by a cessation of labor, excluding any operation only for testing, startup, or commissioning, whichever comes first.

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300, if requested within ten (10) days of execution of the Facilities Lease.

15. PAYMENTS BY CONTRACTOR

Contractor shall make all payments to subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law so as to prevent any stop notices, liens or claims from being filed against the District or the Site. Contractor shall indemnify, defend and hold District harmless from any claims or actions which allege that Contractor failed to pay any subcontractor or supplier with respect to the Project.

16. CONTRACTOR'S SUPERVISION

Contractor shall supervise and direct the construction and completion of the Project using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Project. Specific duties of Contractor shall be in accordance with all applicable

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sections of Title 24 of the California Code of Regulations which relate to the duties of a contractor. Contractor shall construct the Project in accordance with the Construction Documents and all requirements which are applicable with respect to the following: DSA, local grading and special local requirements, all utility companies, California Building Code, Title 24, and the Field Act. Contractor shall correct any deficiencies which are the cause of Contractor noted by Inspector, DSA, or other applicable agencies before or during construction, so that the Project upon completion shall be fit for occupancy for any and all school purposes.

Contractor shall be responsible to the District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing or completing portions of the Project under direct or indirect contract with Contractor or any of them.

Contractor shall not be relieved of obligations to complete the Project in accordance with the Construction Documents by tests, inspections, or approvals required or performed by persons other than Contractor.

Contractor shall provide a competent project manager and superintendent, as well as their assistants, as identified in the Contractor's Proposal for the Project, or others acknowledged by the District in writing as acceptable to the District. Contractor's Superintendent shall be in attendance at the Site at all times during construction of the Project.

Contractor and each subcontractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Project, organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Project, and keep an adequate force of skilled and fit workers on the job to complete the Project in accordance with all requirements of the Construction Documents.

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of Contractor, subcontractor, material or equipment supplier, etc., for cause.

Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

17. DOCUMENTS ON SITE

Contractor shall keep one copy of all Construction Documents (as well as these Construction Provisions) including addenda, change orders and Titles 21 and 24 of the California Code of Regulations on the Site and available for review at all times. Said documents shall be kept in good order and available to District representatives. Contractor shall be acquainted with and comply with the provisions of Titles 21 and 24 as they relate to the Project. (See particularly the Duties of Inspector and Contractor, Title 21, California Code of Regulations, sections 42 and 43).

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18. PROVISION OF TEMPORARY UTILITIES

All temporary utilities, including, but not limited to, gas, electrical, and water, telephone and internet shall be provided and paid for by District. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where any utility is necessary to carry on the work. Upon completion of work on the Project, Contractor shall remove all temporary distribution systems.

19. TEMPORARY SANITARY FACILITIES/FIRST AID STATION

Contractor shall provide and maintain throughout the Project temporary sanitary toilet facilities, wash station, and First Aid Station for use and care 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 District. Use of toilet facilities in the work under construction shall not be permitted except by approval of the District.

20. PROTECTION OF WORK AND PROPERTY

a. 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 the Project and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. All work with respect to the Project shall be solely at Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Construction Documents. Contractor shall take all necessary precautions for safety of employees on the work site and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light, and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of construction and shall designate a responsible member of Contractor on the worksite, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District by Contractor.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury and shall so act, without appeal. If so authorized or instructed by District, any compensation claimed by Contractor on account of emergency work shall be determined by the Construction Provisions.

c. Contractor shall provide drainage, heat, covering, structures and enclosures as are necessary to protect the Project, including, but not limited to, all improvements, materials, equipment, appliances and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereof, and repair any damage thereto caused by Contractor's construction operations.

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e. Contractor shall:

(1) Take preventive measures to eliminate objectionable dust.

(2) Confine any apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District and shall not unreasonably encumber the Site with its materials, and enforce all instructions of District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on the work comply with all regulations while on the Site.

(3) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District.

21. CLEAN UP

a. Contractor at all times shall keep the Site reasonably free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in or about the Site at the end of any day. Upon completion of work, Contractor shall clean interior and exterior of all buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall also clean and polish all glass, plumbing fixtures, and finish hardware and similar surfaces and equipment. Upon completion of work, Contractor shall remove all temporary fencing, barricades, planking and sanitary facilities and similar temporary facilities from Site.

b. If Contractor fails to clean up at the completion of the work, District may do so and the cost of such clean up shall be charged back to Contractor.

22. CORRECTION OF WORK BEFORE ACCEPTANCE

a. Contractor shall promptly remove from the Site all work condemned by District as failing to conform to Construction Document requirements, these Construction Provisions, building codes, Americans with Disabilities Act ("ADA"), Title 24 or Field Act requirements, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with the Construction Documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

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c. If Contractor fails to correct any damaged work, items of poor quality, or improperly performed work within a reasonable period of time, in no case exceeding ten (10) days after written notice by District, District may deem it inexpedient to correct such work and at the District's sole discretion, the value of such work shall be deducted from any payments due Contractor and the District shall not be responsible for the payment of such amount.

23. CONTRACT CLOSE-OUT

a. Utility Connections. All 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.

b. Record Drawings.

(1) Contractor shall keep one complete set of blue line prints of all drawings in good order and available for inspection. They shall be used only for the purpose intended. Drawings shall be kept up to date as the work progresses and shall be available at all times for inspection.

(2) In addition to keeping the set of blue line prints discussed above, Contractor shall prepare for District an exact "as built" record of the work that records the "as built" conditions of the work throughout the duration of the Project and a final set of "as built" drawings upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls or other fixed points on all record drawings.

(A) Any work not installed as indicated on drawings;

(B) The exact location and elevations of all covered utilities, including valves, cleanouts, etc.;

(C) All CCDs, ASIs, District changes and other modifications to the project shall be incorporated into the "As Built" - "Record" Drawings.

(3) Upon completion of the Project and as a condition precedent to approval of the Project by the District, Contractor shall obtain the District's Inspector of Record's approval of the "as built" prints and employ a competent draftsman to transfer the "as-built" - "record" information to a complete set of "Record Documents." When completed, Contractor shall have one complete set of "Record Documents" made from the corrected drawings of "as-built" - "record" conditions, and both sets shall be delivered to District, along with an electronic form of such documents which is acceptable to the District.

(4) Contractor shall deliver to District three (3) complete sets of operating manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties.

c. Maintenance Manuals. At least ten (10) days prior to final inspection, three (3) copies of complete operations and maintenance manuals shall be submitted for review. All

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installation, operating, and maintenance information and drawings shall be bound in 8-1/2" X 11" binders. Contractor shall provide a table of contents and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

d. Inspection Requirements.

(1) Before calling for final inspection, Contractor shall determine that the following work has been performed, as applicable to Contractor's work:

(A) All construction has been completed;

(B) Mechanical and electrical work complete, fixtures in place, connected and ready for start up and test;

(C) Electrical circuits schedule in panels and disconnect switches labeled;

(D) Painting and special finishes complete and clean;

(E) Doors complete with hardware, cleaned of protective film and relieved of sticking or binding and in working order;

(F) Tops and bottoms of doors sealed, if needed;

(G) Broken glass replaced and glass cleaned;

(H) Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site;

(I) All cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;

(J) Finish and decorative work shall have marks, dirt and superfluous labels removed; and

(K) All fire alarm, intrusion alarm, data transmission and telecommunications systems have been inspected, tested and approved by the Inspector.

(2) Final inspection will be made upon written notification from Contractor to District that all work has been completed. Contractor shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from Contractor that all items have been corrected, re-inspection for final acceptance of the Project will be made. Failure of Contractor to complete punch list items will necessitate further re-inspection. Costs of re-inspection will be deducted from Guaranteed Maximum Price.

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(3) Contractor shall coordinate and schedule training sessions for District personnel and verify that any Subcontractor's obligations to train District personnel is satisfied. Contractor shall furnish a letter to District stating that the responsible District staff, designated in writing by the District, have been instructed in working characteristics of mechanical and electrical equipment. The Contractor shall maintain and produce for the District a sign-in sheet of all persons in attendance at such training sessions.

e. Reporting Requirements. Contractor shall assist the District to prepare and submit the final Project accounting and all close-out reports including all DSA, CDE, SAB and OPSC forms.

f. Post Construction Follow-up Requirements. Contractor shall provide the District with post construction follow-up for contractor warranty and guarantee items. Contractor shall coordinate with the Architect and shall follow-up approximately one year from that date which is the later of: 1) the occupancy by District of a substantially completed Project, or 2) the date of the filing of the Notice of Completion of the Project, in order to fully assess and identify any pertinent issues associated with the Project.

24. ACCESS TO WORK

District and its representatives shall at all times have access to the work of the Project. Contractor shall provide safe and proper facilities for such access. District representatives shall check in with the Project Superintendent and observe all safety requirements of Contractor. All persons entering the Site shall comply with Contractor's safety requirements as defined in Contractor's job site specific safety plan, Injury and Illness Prevention Plan and Subcontractor Injury Prevention Plan, while the Site is under the control of Contractor.

25. OCCUPANCY

District reserves the right to occupy portions of the Project before completion of the Project, and such occupancy shall be understood as partial and shall not constitute final acceptance of the Project or any portion thereof pursuant to Public Contract Code section 7107. In the event the District occupies the Project at any time prior to final, formal acceptance by the Board, the Contractor shall schedule, coordinate, and assist the District in occupancy of the completed Project or portions thereof.

26. DISTRICT'S INSPECTOR

a. One or more inspectors employed by District ("Inspector" or "Inspector of Record") in accordance with requirements of Title 21 and Title 24 of the California Code of Regulations will be assigned to the work. The Inspector's duties are specifically defined in section 42 of Title 21.

b. Inspector and special inspection personnel shall have access to all plant operations involving work under the Construction Provisions and Facilities Lease and shall be provided reasonable advance notice of the time and place of operations which the Inspector and/or special inspection personnel desire to observe. Such inspectors shall be provided with all necessary samples of materials and work for testing purposes.

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All work shall be under observation of the Inspector. Inspector shall have free access to any or all parts of the Project at any time. Inspection of work shall not relieve Contractor from any obligation to fulfill the Facilities Lease. District's Inspector shall have authority to stop or reject work whenever there is a violation of the California Building Code, Title 24, the Field Act, or if provisions of the Construction Documents are not being complied with. In such an event, the Contractor shall instruct its employees or subcontractors accordingly.

Contractor shall cooperate with the Project Inspector in coordination of inspections, as well as the activities of other technical inspections and testing agencies.

27. INSPECTOR'S FIELD OFFICE

Contractor will coordinate with District to establish a field office for the Inspector of Record in a location on Site, to be designated by District. Contractor shall equip the office with table, chair, plan review table, phone and facsimile machine, and as otherwise reasonably requested by Inspector and approved by District.

28. PERFORMANCE/PAYMENT BONDS

Prior to commencement of any construction services, Contractor shall furnish performance and payment bonds, each in an amount equal to the Guaranteed Maximum Sum on the forms provided herewith, or on forms containing substantially the same terms. All bonds shall be provided by a California admitted surety as defined in Code of Civil Procedure section 995.120. Personal sureties and unregistered sureties are unacceptable. Contractor shall keep the performance bond in effect until expiration of the guarantee/warranty period referenced herein. Contractor shall keep the payment bond in effect for an additional six (6) months after the period in which stop notices may be filed as set forth in Civil Code section 9558.

29. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The District does not elect to implement an O.C.I.P. Therefore, Contractor shall perform as follows:

a. Contractor shall take out and maintain at its sole cost and expense during the term of work performed hereunder public liability and property damage insurance in the following amounts:

(1) Commercial general liability insurance including Contractor's risk, blanket contractual, broad form property damage, completed operations and independent contractor's liability all applicable to personal injury, bodily injury, and property damage to a limit of $2,000,000 each occurrence and $2,000,000 aggregate.

(2) Commercial automobile liability insurance including owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of $1,000,000 each occurrence.

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b. Contractor shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance and commercial automobile liability insurance in an amount of $1,000,000 each occurrence and $1,000,000 aggregate.

c. All insurance policies must be issued by California admitted insurers. Alternatively, a non-California admitted insurer may be accepted at the sole discretion of the District.

30. ALL RISK INSURANCE

Contractor shall take out and maintain, until the District accepts the Project, All Risk (Contractor's Risk) insurance on all work subject to loss or damage in an amount equal to the Guaranteed Maximum Sum or the replacement construction cost, whichever is greater. Such insurance must be issued by a California admitted insurer. Alternatively, a non-California admitted insurer may be accepted at the sole discretion of the District. The premium for such policy shall be a line item within the Guaranteed Maximum Sum.

31. PROOF OF CARRIAGE OF INSURANCE

Upon execution of the Facilities Lease, Contractor shall have obtained all insurance required hereunder, along with endorsements for such insurance, which shall have been delivered in duplicate and approved by District.

a. Endorsements and insurance policies shall include this following clause: "This policy shall not be canceled, modified, or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation, modification, or reduction, and any such cancellation, modification, or reduction may not be implemented less than thirty (30) days after the date of receipt of notice."

b. Endorsements shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice requirements.

c. Endorsements shall clearly state that the District, its agents and employees, and Inspector of Record are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. All endorsements must be provided in a form deemed suitable to the District, in its sole and absolute discretion.

32. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by District, unless otherwise specified. Building licenses shall be secured and paid for by Contractor and subcontractors.

33. EXCISE TAXES

Contractor shall pay all applicable local, state and federal taxes on all labor, materials and services provided for the Project.

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If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District.

34. PATENTS AND ROYALTIES

Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

35. INDEMNITY

a. Indemnification of District.

(1) To the fullest extent permitted by law, Contractor agrees to and does hereby indemnify, defend and hold harmless District, its officers, agents, Inspector of Record, and their employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, other than damage to the work itself, which may arise out of Contractor's construction of the Project including without limitation the following:

(A) Liability for damages for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense arising from the above, sustained by any person or entity, including without limitation, District, the Contractor or any person, firm, or Contractor employed by either District or Contractor upon or in connection with the Project, except for liability resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or Contractor employed by Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or Contractor, including District, arising out of, or in any way connected with Contractor's performance, whether said injury or damage occurs either on or off District property, or if the liability arose from the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

(C) Any dispute between Contractor and Contractor's subcontractors/suppliers/sureties, including, but not limited to, any stop notice actions, so long as such action is not a result of District's failure to perform its contractual obligations.

Contractor, at its own expense, cost and risk, shall defend any and all actions, suits, claims, demands or other proceedings to the extent of the above-described indemnification that may be brought or instituted against District, its officers, agents, or employees, and shall pay or satisfy any

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judgment that may be rendered against District, its officers, agents, or employees in any action suit or other proceedings as a result thereof.

(2) [This section intentionally left blank.]

(3) Where approval by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, and industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

b. Indemnification of Contractor. District represents that it has authority under California Education Code section 17406 to enter into the Site Lease and the Facilities Lease.

(1) District agrees to and does hereby indemnify, defend and hold harmless Contractor, its officers, agents and employees from any claim or demand for liability for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage expense resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District;

(2) District represents that it has authority under California Education Code section 17406 to enter into the Site Lease and the Facilities Lease, and hereby agrees to indemnify, hold harmless, and defend Contractor, its employees, officers, agents, and subcontractors from any action taken by any person or entity attempting to challenge the propriety or legal authority of District to enter into the Construction Provisions, the Site Lease or the Facilities Lease; and

(3) District further agrees to pay all costs of any kind, including but not limited to attorney's fees, discovery costs, investigative costs or costs of experts, to defend such actions described above, and to pay all judgments or fines assessed or rendered against Contractor in any such action.

36. TESTS AND INSPECTIONS

With respect to any work which is required to be specially tested or approved, Contractor shall give notice of its readiness for observation or inspection at least two (2) working days prior to being tested or approved, and in every case prior to being covered up. If inspection is by authority other than District, Contractor shall inform District of the date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with contract. Costs of tests of any materials and inspection of any work found to be not in compliance with the Construction Provisions and Facilities Lease shall be paid for by Contractor.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.

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Contractor shall notify District a sufficient time in advance of manufacture of materials to be supplied under these Construction Provisions, which must be tested according to the terms of these Construction Provisions or any provision of law, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said District representative that such testing and inspection will not be required, shall not be incorporated in the work without prior approval of District and subsequent testing and inspection.

Re-examination of questioned work may be ordered by District and, if so ordered, work must be uncovered by Contractor. If such work is found in accordance with the Construction Documents, District shall pay costs of re-examination and replacement. If such work is not found to be in accordance with the Construction Documents, Contractor shall pay such costs.

37. MATERIALS

a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to complete the Project within the specified time.

b. Unless otherwise specified, all materials shall be new and meet or exceed the quality of materials specified and all workmanship shall be of good quality.

c. 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.

d. No materials, supplies, or equipment for work under this Facilities Lease shall be purchased subject to any chattel mortgage, or under a conditional sale or other agreement by which any interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon, to District free from any claim, liens or charges. Contractor further agrees that neither it nor any person, firm or contractor, supplier or otherwise furnishing any materials or labor for any work covered by the Construction Provisions shall have any right to lien the premises or any improvement of appurtenances thereon, except that Contractor may install metering devices or other equipment of the utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District of the owner of such equipment.

e. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor held by District, 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 the work, even when no formal contract is entered into for such material.

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f. Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.

g. Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the District. The required testing of all structural materials shall be done by an approved testing laboratory.

38. CLAIMS

If Contractor shall claim compensation for any damage sustained by reason of the acts or omission of the District or its agents, Contractor shall, within five (5) business days after sustaining such damage, make to the District a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Contractor shall file with the District an itemized statement of the details and amount of such damage and unless such statement shall be made as required, Contractor's claim for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage. Contractor expressly acknowledges and agrees that this provision shall not be waived or otherwise modified by any communication not rendered to the Contractor in writing by the District.

39. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among Contractor's employees, subcontractors, suppliers and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to Contractor.

b. Contractor shall remove from the Site any person in the employ of Contractor or any subcontractor or supplier whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

c. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Site is not affected thereby). Contractor shall advise its employees, subcontractors, suppliers and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors, suppliers and other invitees.

d. Unless exempted, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of all employees who may have contact with the District's pupils. Contractor shall also ensure that its subcontractors on the Project also comply with the requirements of Education Code sections 45125.1 and 45125.2.

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40. WAGE RATES

a. Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract.

Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code section 1773.1 apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes when the term "per diem wages" is used herein.

b. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements in accordance with Labor Code section 1773.1.

c. 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.

d. Each worker of Contractor and any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractors and such workers.

e. Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

f. Copies of the determined prevailing wage rates are on file and available upon request at the District's office. District shall provide Contractor with current prevailing wage rates, in writing. Contractor shall post, at an appropriate conspicuous point on the Site, a schedule showing all determined general prevailing wage rates. Contractor shall be responsible for knowing and implementing all applicable prevailing wage rates at all times during the Project.

g. Any worker employed to perform work on the Project which is not covered by any classification available in the District office shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

41. RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

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a. Contractor and each subcontractor shall keep an accurate payroll record, 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 him or her in connection with the public work under the Facilities Lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), 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 such records at the principal office of Contractor.

c. Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated 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 the contract or performing the contract shall not be marked or obliterated.

e. Contractor shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

f. In the event of noncompliance with the requirements of this Article, 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 Article. Should noncompliance still be evident

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after such 10-day period, Contractor shall pay a penalty of ONE HUNDRED DOLLARS ($100.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

g. This Project is subject to regulation and monitoring by the Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq.

(1) The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et seq. All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors are directed to go to https://app.mylcm.com and follow the instructions to enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

(2) The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

(3) Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

(4) Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

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h. The responsibility for compliance with this Article, with all applicable provisions of the California Labor Code, and with all CMU requirements shall rest upon Contractor.

42. HOURS OF WORK

a. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of 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.

b. Contractor shall pay to the District a penalty of TWENTY-FIVE DOLLARS ($25.00) for each worker employed in the execution of these Construction Provisions by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar 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, unless compensation to the worker so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

c. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

d. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Contractor and in compliance with applicable ordinances.

43. APPRENTICES

a. All apprentices employed by Contractor to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at section 3070), Division 3 of the Labor Code, are eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

b. When Contractor or any subcontractor under Contractor, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, Contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the public work, for a

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certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Contractor or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

c. "Apprenticeable craft or trade" as used in Labor Code section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

d. Contractor, or any subcontractor which, in performing any of the work under this Facilities Lease, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Site of the public work, to which fund or funds other contractors in the area of the Site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Contractor employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Contractor or subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code section 227.

e. The responsibility of compliance with Labor Code section 1777.5 and this Article for all apprenticeable occupations is with Contractor.

f. The interpretation and enforcement of sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

44. WORKERS' COMPENSATION INSURANCE

Contractor shall provide, at all times in which it is providing or performing any work on the Project, at its sole cost and expense, workers' compensation insurance for all of the employees engaged in work under the terms hereof. In case any of Contractor's work is sublet, Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Contractor's insurance. In case any class of employees engaged in work under this Facilities Lease, on or at the Site of the Project is not protected under Workers' Compensation laws, Contractor shall provide or shall cause a subcontractor to provide, adequate insurance

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coverage for the protection of such employee, not otherwise protected. Contractor shall file with the District certificates of all insurance required under this section. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of section 3700 of the Labor Code.

45. CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

An authorized officer of Contractor shall sign under penalty of perjury, date and notarize the certificate provided herewith verifying that the Contractor is in compliance with the provisions of section 3700 of the Labor Code, before commencing performance of the work of these Construction Provisions.

46. ASSIGNMENT

Contractor shall not assign Contractor's obligations set forth in these Construction Provisions or any part thereof.

47. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of Contractor's legal entity, Contractor shall first notify the District in order that proper steps may be taken to have the change reflected in all corresponding legal documents.

48. WARRANTY/GUARANTEE

a. Neither final payment nor any provision in the Construction Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work done and facilities constructed pursuant to these Construction Provisions will be free of faulty materials or workmanship and hereby agrees to take action, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one year after the Notice of Completion date for the Project. The foregoing warranty of Contractor applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply.

b. In the event of failure of Contractor to comply with above mentioned conditions and commence repairs within five (5) business days after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor

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who hereby agrees to pay reasonable costs and charges therefor immediately on demand. Contractor shall commence any required repair work within five (5) business days of notice and Contractor shall continue diligently to completion without interruption until complete.

c. If, in the opinion of the District, defective work creates a dangerous or unsafe condition or requires immediate correction or attention to prevent further loss to the District, or threatens potential injury, the District will attempt to give the notice required by this Article. If Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction and the reasonable cost shall be charged against Contractor. Such action by the District will not relieve Contractor of the guarantee provided in this Article or elsewhere in this contract.

d. This Article does not in any way limit the guarantee 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 District all appropriate guarantee and warranty certificates upon completion of the Project.

49. SUBCONTRACTING

Contractor agrees to bind every subcontractor by the terms of these Construction Provisions as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of these Construction Provisions, Contractor shall be as fully responsible to District for acts and omissions of each subcontractor and of persons either directly or indirectly employed by subcontractor, as Contractor is for acts and omissions of persons directly employed by it. Nothing contained herein shall create any contractual relation between any subcontractor and District.

50. ASSIGNMENT OF ANTITRUST CLAIMS

Pursuant to section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor and its subcontractors offer and agree to assign to the District all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 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, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the District tenders final payment to Contractor, without further acknowledgment by the parties.

51. COST BREAKDOWN, PERIODIC ESTIMATES & FINAL ACCOUNTING

Upon request by District:

a. Contractor shall furnish on forms approved by District:

(1) As soon as practical, a detailed estimate giving a complete breakdown (including a schedule of values) of the Guaranteed Maximum Sum; and,

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(2) A periodic itemized estimate of work done for purpose of making Progress Payments for the Project pursuant to Article 11 of these provisions. Such estimate shall include a schedule of values.

(3) Within ten (10) days of request by District, a schedule of the estimated time for Progress Payments which shall be due to Contractor under the Construction Provisions.

b. Contractor shall provide a full, final accounting of all expenditures and revenues accrued to Contractor on the Project according to the procedures set forth in the California Uniform Public Construction Cost Accounting Policies and Procedures Manual, or as otherwise directed by District in writing, to include all evidence of all such expenditures and revenues. This accounting shall comport with Contractor's final claim for payment on the Project, subject to the California False Claims Act set forth under Government Code section 12650 et seq. Evidence supporting the accounting shall include, but not be limited to, all Contractor's documentation of its costs in performing the Construction Services, including, but not limited to:

(1) Payroll, including all records of time worked on the Project by Contractor's personnel;

(2) General Ledger, including all payments, debits, receipts and credits;

(3) Accounts Payable;

(4) Accounts Receivable, other than from the District;

(5) Invoices, including, but not limited to, subcontractor invoices;

(6) Amortization of expenses.

Contractor also shall cooperate fully, completely and timely with any auditing or accounting person or entity designated by the District with regard to any kind of analysis of the final accounting, to include any outside auditor or accountant with which the District is cooperating, and shall produce any additional documentation reasonably required by such persons for their work. All unused amounts within the Guaranteed Maximum Sum shall remain the property of District and be reflected on Contractor's final application for payment.

52. LAYOUT AND FIELD ENGINEERING

All field engineering and surveying required for laying out the Project and establishing grades for earthwork operations shall be furnished by Contractor at its expense. Such work shall be done by a qualified engineer. Any required "As-built" drawings of Site development shall be prepared by a qualified engineer at Contractor's expense. The District shall confirm the location of the corners of the Site and benchmarks.

53. CUTTING AND PATCHING

Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly.

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54. SOILS INVESTIGATION REPORT

Upon completion of the Geotechnical Report and the grading work, Contractor acknowledges that it has and will make a further thorough visual examination of the Site. Contractor will review the Project and the Geotechnical Report, if any, for the Site. No claims for allowances or damages because of Contractor's failure to adequately acquaint itself with the conditions of the Site will be recognized.

The Geotechnical Report provided, if any, is based upon limited sampling at the Site. Any information obtained from such report or any other information given on drawings as to subsurface soil conditions or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of the Project, the Contractor encounters subsurface conditions which differ materially from those indicated in any Geotechnical Report provided, then the Contractor shall notify the District within five (5) calendar days of discovery of the condition. Any modifications to the Construction Documents related to discovery of such materially differing Site conditions and resulting impacts on the Scope of Work shall be made only in strict accordance with Article 8 of these Construction Provisions.

55. TRENCH EXCAVATION

This Article shall pertain to all Construction comprising the excavation of any trench or trenches four (4) feet or more in depth.

If applicable, Contractor shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches four (4) feet or more in depth. Contractor's plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that Contractor's registered civil or structural engineer certifies that the plan complies with the current and applicable CAL-OSHA Construction Safety Orders, or stating that Contractor's registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. No excavation of any such 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.

All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittals shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

Nothing in this Article shall relieve Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions adequate for worker protection. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon District, its Board, or any of its employees.

In relation to digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground, Contractor shall comply with the following requirements, and include similar provisions in any contract for the Project. which involves digging trenches or other excavations:

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a. The Contractor and all of its subcontractors shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

(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;

(2) Subsurface or latent physical conditions at the Site differing from those indicated;

(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 Construction Provisions.

b. The public entity 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 in the contract.

c. In the event that a dispute arises between the 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 Construction Provisions, but shall proceed with all work to be performed under the Construction Provisions. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

56. REGIONAL NOTIFICATION CENTER

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which 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 carried out by Contractor unless such an inquiry identification number has been assigned to Contractor or any subcontractor of Contractor and the District has been given the identification number by Contractor.

"Emergency" shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Unexpected Occurrence" includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code section 4216).

57. UTILITIES - INVESTIGATION

No excavations were made to verify the locations of any underground utilities. Since the Project is being constructed pursuant to Education Code section 17406, Contractor shall be responsible for

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the investigation of the Site with respect to any underground utilities including, without limitation, trunk, mainline and service utilities. It shall be the responsibility of Contractor to determine, within reason, the exact location of all utilities. Contractor shall make its own reasonable investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities.

58. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor performs any work which is contrary to any law, ordinance, rule or regulation, Contractor shall bear all costs and expenses arising therefrom. These Construction Provisions, the Site Lease, the Facilities Lease and the relationship of the parties shall be governed by California law. Venue for any action or proceeding shall rest in the County where the Project is located.

59. NOTICE AND SERVICE

a. Any notice from one party to the other under the Construction Provisions shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. The District's representative is the District's Superintendent or any other party, as designated by the District's Superintendent in writing to Contractor. Any such notice shall not be effective for any purpose whatsoever unless served in one of the manners specified in the Site Lease and Facilities Lease.

60. DISTRICT'S RIGHT TO ASSIGN CONTRACTOR'S OBLIGATIONS

a. If Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any approved extension thereof, or fails to complete said work within such time, or if Contractor should be adjudged as bankrupt, or file for bankruptcy or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the Project in the specified time, or if Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of the District, or otherwise be guilty of a substantial violation of the Construction Provisions, or if Contractor or its subcontractors should violate any other provisions of the Construction Provisions, then the District may, without prejudice to any other right or remedy, serve written notice of default reserving the right to assign ("Notice of Assignment") upon Contractor and its surety of District's intention to require Contractor to assign Contractor's obligations pursuant to these Construction Provisions ("Obligations") to a party as designated by the District due to Contractor's default. Such notice shall contain the reasons for the default and Notice of Assignment and unless within twenty (20) days after the service of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made by Contractor or in the event that Contractor fails to cease such violation and make, in the District's sole discretion, satisfactory arrangements for the correction thereof, upon written notice from District, Contractor shall not be entitled to receive any further payment as set forth in these Construction Provisions,

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except as provided for in Article 60(b) of these Construction Provisions, and District shall have the absolute right to designate an assignment of the obligations from Contractor to another party and Contractor hereby consents to such assignment.

In the event of any such written notice thereof upon surety and Contractor, surety shall have the right to take over and complete the Project by giving the District written notice of such within fifteen (15) days after service upon it of the Notice of Assignment. If the surety fails to commence performance thereof within thirty (30) days from the date of such notice, the District may require that Contractor and/or the surety assign the obligations to a party designated by the District. The District may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to Contractor as may be on the site of the work and necessary therefor.

b. If such expenses incurred by on behalf of District to complete the Project shall exceed such unpaid balance, Contractor shall pay the difference to District within sixty (60) days of recordation of the Notice of Completion for the Project.

c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

61. TERMINATION OR ASSIGNMENT FOR CONVENIENCE

Contractor's obligations to construct the Project according to these Construction Provisions and the associated Site and Facilities Leases may be terminated or assigned to another party at District's sole election and discretion, without cause, upon fourteen (14) days written notice to Contractor, if District determines it is in the best interests of the District. In the event of such termination or assignment without cause, the District shall pay Contractor for all services performed and all expenses incurred under these Construction Provisions supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination or assignment, plus any sums due Contractor for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination or assignment, consideration shall be given to both completed work and work in process of completion whether delivered to the District or in the possession of Contractor. Following District's receipt and audit of complete documentation, and determination of the amount due Contractor hereunder, Contractor will also be paid three percent (3%) of the sum of those amounts previously paid Contractor and those due Contractor at the time of termination, or three percent (3%) of the remaining contract balance, whichever is less. This three percent (3%) payment is agreed to compensate Contractor for the actual level of completion reached and is consideration for District's ability to terminate or assign the contract.

62. CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the work or the interpretation of the Construction Provisions, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion conditioned only on District's payment of undisputed

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amounts. If the dispute is not resolved, Contractor agrees it will neither rescind the Facilities Lease, nor stop the progress of the work on the Project.

63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in these Construction Provisions shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

64. NON-DISCRIMINATION

Pursuant to the provisions of Labor Code section 1735, Contractor and its subcontractors shall not unlawfully discriminate in the employment of persons on the Project because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation.

65. INDEPENDENT CONTRACTOR

Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become an employee of the District.

66. LIEN RELEASES

a. If a lien or stop notice of any nature should at any time be filed against the Project, the Site or any District property, or both of them, by an entity which has supplied material or services at the request of Contractor or subcontractor or supplier to Contractor, Contractor shall promptly, on demand by District and at Contractor's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom, or secure and file a security bond covering one hundred twenty-five percent (125%) of the amount of such lien or stop notice.

b. If Contractor fails to furnish satisfactory evidence to the District within ten (10) calendar days after demand by the District that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Contractor.

c. Contractor shall, at its own cost, defend, indemnify and hold harmless the District, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, arising from or attributable to a lien or stop notice filed and/or severed in connection with the Project.

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67. ARBITRATION

Any controversy or claim arising out of or relating to the Site Lease or Facilities Lease shall be settled by binding arbitration in the County where the Project is located in accordance with the arbitration rules of the Superior Court of California (the "Arbitration Rules"). To the extent that the provisions within this Article do not conflict with the Arbitration Rules, the parties agree to all of the provisions set forth in this Article. If requested, the parties agree to permit Architect to participate in any arbitration. If the parties are unable to agree on the arbitrator within thirty (30) days of the receipt of a written request for arbitration, they shall request that the presiding judge of the Superior Court designate one. The District shall pay one-half of the cost of the arbitration and Contractor shall pay one-half of the cost of arbitration or if Architect participates in the arbitration, each party shall pay one-third of the cost of arbitration. Each party shall be responsible for its own attorney's fees and costs as to any such arbitration. Any arbitrator chosen or designated must have experience in public works construction issues. Notwithstanding anything to the contrary, once a written request for arbitration has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act, as amended, even if an action has not been filed.

68. LABOR/EMPLOYMENT SAFETY

Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

69. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

70. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

a. Contractor shall comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one (1) acre of total land area or which is part of a larger common area of development or sale. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP prior to entering into the Contract for the Project and providing the Guaranteed Maximum Sum. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Guaranteed Maximum Sum.

b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District, and appropriate regulatory agencies.

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c. Contractor shall comply with the lawful requirements of any applicable municipality, county, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify, defend and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence or willful misconduct of District, its officers, agents or employees. District may seek damages from Contractor for delay in completing the Project in accordance herewith, including damage caused by Contractor's failure to comply with Permit requirements.

71. COMPLIANCE WITH DTSC GUIDELINES - IMPORTED SOILS

If the Project requires the use of imported soils, Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with all local applicable regulations, and when applicable, with the guidelines of the Department of Toxic Substances Control ("DTSC").

72. NO ASBESTOS

a. Contractor shall execute and submit a Certificate Regarding Non-asbestos Containing Materials.

b. Should asbestos containing materials be installed by Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

(1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing materials or equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").

(2) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

(3) The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

(4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

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c. If removal of asbestos containing materials is part of the Project, the costs of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal sustained by Contractor, the costs of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by Contractor.

d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Facilities Lease, Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. Contractor further agrees to instruct its employees with respect to the above-mentioned standards, hazards, risk and liabilities.

73. DISABLED VETERAN BUSINESS ENTERPRISES

If requested by District, the Contractor shall endeavor, reasonably and in good faith, to comply with Disabled Veteran Business Enterprise ("DVBE") contracting goals. In accordance with Education Code section 17076.11, the District has a DVBE participation goal of three percent (3%) per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. Contractor must make a good faith effort to contact and solicit DVBE contractors and suppliers to offer bids for performance of parts of the Project.

The Contractor is not required to actually contract with DVBE firms for any specific portions or quantities of work or provision of supplies to the Project, or at all, as long as Contractor's efforts to secure qualified DVBE subcontractors and suppliers is undertaken reasonably and in good faith. Reasonable, good faith efforts are demonstrated by evidence of the following:

a. Contact was made with the District regarding the identification of qualified, certified DVBEs;

b. Contact was made with other state agencies and with local DVBE organizations to identify qualified, certified DVBEs;

c. Advertising was published in trade papers and papers focusing on solicitation of DVBE participation in the Project;

d. Invitations to bid were submitted to qualified, certified DVBE contractors; and/or

e. Available qualified, certified DVBEs were considered.

Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE contractors and suppliers in the Project on the form provided.

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Information regarding certified DVBE firms can be obtained from the Office of Small Business and DVBE Services ("OSDS") at (800)559-5529 as well as the OSDS website at www.pd.dgs.ca.gov/smbus. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. The Contractor is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the District.

74. NON-COLLUSION AFFIDAVIT

Contractor shall submit, under penalty of perjury, on the form provided, the affidavit of non-collusion required by Public Contract Code section 7106.

75. TIME IS OF THE ESSENCE

In all cases where provision is made in these Construction Provisions, including all documents and obligations incorporated herein by reference, for the time of performance of any obligation, time is of the essence. Performance of each obligation in strict accordance with the stated time of performance of the obligation is understood and acknowledged to be a separate and distinct material obligation of the parties.

76. INTERPRETATION WITH OTHER DOCUMENTS

The Contract Documents consist of the Site Lease, Facilities Lease, the Construction Provisions attached thereto (collectively, the "Agreement"), the Construction Documents (as defined in the Construction Provisions), other documents listed in the Agreement, and Modifications issued after execution of the Contract as provided for in the Agreement. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, and/or material and/or equipment suppliers in any one shall be binding as if specified in all.

Unless expressly stated otherwise, the most stringent, higher quality and greater quantity provided for among the Contract Documents shall apply. In all cases not expressly provided for, above, any and all terms that differ between any Contract Documents shall be taken as supplementary unless the terms are mutually exclusive. In all cases not expressly provided for, above, the highest and most rigorous applicable construction industry standards shall govern interpretation of the Construction Documents. In the event there is a discrepancy remaining after application of the foregoing between the Agreement and any other portion of the various Contract Documents, the Agreement shall control.

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ATTACHMENT #1

Construction Documents List

DSA approved Project Manual as approved by DSA on June 4, 2013
Addendum #1 dated June 14, 2013

CIVIL

C0.1	NOTES, LEGEND & ABBREVIATIONS
C0.2	TOPOGRAPHIC SURVEY
C0.3	TOPOGRAPHIC SURVEY
C1.1	DEMOLITION PLAN
C1.2	DEMOLITION PLAN
C2.1	GRADING PLAN
C2.2	GRADING PLAN
C2.3	GRADING PLAN
C3.1	DRAINAGE PLAN
C4.1	SIGNAGE & STRIPING PLAN
C5.1	EROSION CONTROL PLAN
C6.1	SITE DETAILS
C6.2	SITE SECTIONS

ARCHITECTURAL

A1.1	OVERALL SITE PLAN AND DETAILS
A1.1.1	FIRE APPROVAL SITE PLAN (FOR REFERENCE ONLY)
A1.2	ENLARGED SITE PLAN

ELECTRICAL

E0.1	SYMBOLS, NOTES AND DETAILS
E1.1	SITE PLAN – ELECTRICAL
E1.2	PARTIAL SITE PLAN – ELECTRICAL
E1.3	ELECTRICAL DETAILS

24'x40' RELOCATABLE BUILDINGS – DSA #04-102724

0	COVER SHEET, SHEET INDEX, BUILDING DATA
A1.0	FLOOR PLAN (24x40)
A2.0	EXTERIOR ELEVATIONS (24x40)
A3.0	INTERIOR ELEVATIONS (24x40)
A3.1	INTERIOR ELEVATIONS (24x40)
A4.0	ROOF PLAN (GABLE ROOF)
A5.0	REFLECTED CEILING PLAN (24x40)
F-1	FOUNDATION PLANS (WOOD 50 LB. L.L.)
F-4	WOOD FOUNDATION PLAN DETAILS
S1.0	BUILDING SECTIONS, WALL FRAMING, GABLE ROOF, WOOD STUDS (24x40)
S1.1	BUILDING SECTIONS, WALL FRAMING, GABLE ROOF, WOOD STUDS (24x40)
S3.0	TYPICAL DETAILS PLYWOOD EXTERIOR (WOOD STUDS)
S4.0	GABLE ROOF, FLOOR FRAMING, ROOF FRAMING, STRUCTURAL ELEVATIONS (70 MPH 'C')
S5.0	GABLE ROOF, STEEL TRUSS, SECTIONS AND DETAILS
S6.1	STRUCTURAL DETAILS AND NOTES (WOOD STUDS) 22 GA. ROOFING
E1.0	ELECTRICAL POWER & LIGHTING FLOOR PLAN & PANEL SCHEDULE
9	GENERAL NOTES & SPECIFICATIONS
9.1	DOOR SCHEDULE, WINDOW SCHEDULE, FINISH SCHEDULE
M1	AIR CONDITIONING PLAN VIEW

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Atkinson, Andelson, Loya, Ruud & Romo
A Professional Corporation
5075 Hopyard Road, Suite 210
Pleasanton, CA 94588
Attention: Patrick A. Gunn, Esq.

This document is recorded for the benefit of the Natomas Unified School District, and recording is fee exempt under section 6103 of the Government Code.

SITE LEASE
9 TEMPORARY PORTABLES AT WESTLAKE CHARTER SCHOOL PROJECT

by and between

NATOMAS UNIFIED SCHOOL DISTRICT
as Lessor

and

ROEBBELEN CONTRACTING, INC.
as Lessee

Dated as of June 26, 2013

.00117

005486.00005
11325643.1

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SITE LEASE

THIS SITE LEASE ("Lease") dated as of June 26, 2013 ("Effective Date"), is made and entered into by and between the NATOMAS UNIFIED SCHOOL DISTRICT ("District"), a public school district duly organized and validly existing under the laws of the State of California, as lessor, and ROEBBELEN CONTRACTING, INC., a California corporation duly authorized and licensed to conduct the business provided for herein under the laws of the State of California, and operating under California Contractors State License Board License No. 734124, as lessee (referred to herein as "Lessee" or "Contractor").

RECITALS

WHEREAS, the District currently owns a parcel of land comprising the Westlake Charter School campus, located at 3800 Del Paso Road, Sacramento, CA 95834, of which a portion as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference comprises the subject of this Lease ("Site");

WHEREAS, the District desires to provide for the construction of the 9 TEMPORARY PORTABLES AT WESTLAKE CHARTER SCHOOL PROJECT as more particularly described in Exhibit "A" to the Facilities Lease (defined below), which is incorporated herein by this reference ("Project");

WHEREAS, the Governing Board 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 Site to the Contractor and by immediately entering into the Facilities Lease under which the District will sublease the Site and the Project from the Contractor;

WHEREAS, the District is authorized under section 17406 of the Education Code of the State of California to lease the Site to the Contractor, and to have the Contractor construct the Project on the Site and sublease the Site and the Project to the District, and the Board has duly authorized the execution and delivery of this Lease;

WHEREAS, the Contractor is authorized to lease the Site as lessee and to construct and coordinate the Project on the Site, and has duly authorized the execution and delivery of this Lease; and,

WHEREAS, the District has performed all acts, conditions, and things required to have happened and to have been performed precedent to and in connection with the execution and creation of this Lease and all such acts, conditions, and things 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 Lease;

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NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, including Contractor's payment of the sum of One Dollar ($1.00) to District and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Unless the context clearly requires otherwise, all words and phrases defined in Section 1.1 of the Facilities Lease by and between the District and the Lessee (the "Contractor ("Facilities Lease") dated concurrently herewith shall have the same meaning in this Lease.

ARTICLE II

DEMISING CLAUSES

Section 2.1. The District hereby leases to the Contractor and the Contractor hereby leases from the District, the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Lease. This Lease shall only take effect if the Facilities Lease is executed by the District and Contractor concurrently with execution of this Lease.

Section 2.2. In consideration for the lease of the Site by the District to the Contractor and for other good and valuable consideration, the Contractor shall pay One Dollar ($1.00) to the District.

Section 2.3. The sublease of the Site 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 Site, and the Contractor shall continue to have a leasehold estate in the Site pursuant to this Lease throughout the term hereof.

ARTICLE III

QUIET ENJOYMENT

Section 3.1. The parties intend that the Site will be subleased back to the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District may have under the Facilities Lease to possession and enjoyment of the Site, in the absence of an Event of Default by District, the District hereby covenants and agrees that it will not take any action for additional and related work involved in the same Project on the same Site, to prevent the Contractor from having quiet and peaceable possession and enjoyment of the Site during the term hereof.

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ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.1. Waste. The Contractor agrees that at all times that it is in possession of the Site, it will not commit, suffer, or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

Section 4.2. Further Assurances and Corrective Instruments. The District and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any necessary supplements hereto and/or further instruments that are reasonably necessary or required for correcting any incomplete, inadequate, or incorrect provisions of this Lease, including the description of the Site hereby leased or intended to be, or for carrying out the intention of this Lease and the Facilities Lease.

Section 4.3. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, subject to compliance with section 24 of the Construction Provisions.

Section 4.4. Representations of the District. The District represents and warrants to the Contractor as follows:

(a) Due Organization and Existence. The District is a public school district, duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to execute, enter into, and deliver this Lease and the Facilities Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, has duly authorized the execution of all of the documents and agreements referenced herein and therein, and is authorized to perform all of its duties and obligations hereunder.

(c) No Violations. The execution and delivery of this Lease and the Facilities Lease, and the fulfillment of and compliance with the terms and conditions hereof and thereof, and the consummation of the transactions contemplated hereby or thereby, do not conflict with or result 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 constitute a default under any of the foregoing, or result 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 Site, except Permitted Encumbrances.

Section 4.5. Representations of the Contractor. The Contractor represents, covenants, and warrants to the District as follows:

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(a) Due Organization and Existence. The Contractor is a California corporation duly authorized and licensed to conduct the business provided for herein under the laws of the State of California, and operating under California Contractors State License Board License No. 734124.

(b) Authorization. The Contractor has the full power and authority to execute, enter into, and deliver this Lease and the Facilities Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, has duly authorized the execution and delivery of all of the documents and agreements referenced herein and therein, and is authorized to perform all of its duties and obligations hereunder.

(c) No Violations. The execution and delivery of this Lease and the Facilities Lease, and the fulfillment of and compliance with the terms and conditions hereof and thereof, and the consummation of the transactions contemplated hereby and thereby, do not conflict with or result 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 constitute a default under any of the foregoing, or result 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 Site, except Permitted Encumbrances.

ARTICLE V

ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING

Section 5.1. Assignment and Subleasing. This Lease may be assigned and the Site subleased, as a whole or in part, by the Contractor only upon the prior written consent of the District to such assignment. District's consent to any proposed assignment may be withheld for any reason, or no reason, in District's absolute discretion.

Section 5.2. Restrictions on District. The District agrees that it will not mortgage, sell, encumber, assign, transfer, or convey the Site or any portion thereof during the term of this Lease.

Section 5.3. Liens. Contractor agrees to keep the Site and every part thereof free and clear of any and all liens, including without limitation, pledges, charges, encumbrances, claims, materialmen liens, mechanic liens, Stop Notice claims, and any other claims or 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 Site or the Project (collectively "Claims"). The parties acknowledge Contractor cannot prevent subcontractors and suppliers from serving Preliminary 20 Day Notices. Contractor further agrees to pay promptly and fully and discharge any and all such Claims, and to save and hold District free and harmless from any and all such Claims, including without limitation, any suits or other proceedings pertaining thereto and any attorney fees, costs, and expenses incurred in relation to such Claims.

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ARTICLE VI

IMPROVEMENTS

Section 6.1. Title to all improvements made on the Site during the term hereof shall vest subject to the terms of the Facilities Lease.

ARTICLE VII

TERM AND TERMINATION

Section 7.1. Term. The term of this Lease shall commence on the date hereof 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 Lease Payments and other payments which are specifically required under the Facilities Lease, and provided this Lease has not terminated pursuant to Sections 4.3(a) or 4.3(b) of the Facilities Lease.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. All notices or other communications hereunder shall be deemed sufficiently given when given as follows: if notice is given to Contractor, by personal delivery thereof to Contractor's representative or to its foreman at the Site, or by depositing same in the United States mail enclosed in a sealed envelope addressed to Contractor at its regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered, or by electronic mail ("e-mail") with delivery and read receipts required and received by District; and, if notice is given to District, by personal delivery thereof to District's representative, or by depositing same in the United States mail enclosed in a sealed envelope addressed to District, postage prepaid and registered, or by "e-mail" with delivery and read receipts required and received by Contractor.

If to Contractor:
ROEBBELEN CONTRACTING, INC.
1241 Hawks Flight Court
El Dorado Hills, CA 95762
Attn: Chief Executive Officer
(916) 939-4028 (Facsimile)

If to District:
NATOMAS UNIFIED SCHOOL DISTRICT
1901 Arena Blvd.
Sacramento, CA 95834
Attn: Superintendent
(916) 567-5470 (Facsimile)

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With Copies to:

NATOMAS UNIFIED SCHOOL DISTRICT
1901 Arena Blvd.
Sacramento, CA 95834
Attn: Mark V. Covington, R.A., LEED AP
Executive Director Facilities & Strategic Planning
mcovington@natomas.k12.ca.us
(916) 567-5470 (Facsimile)

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
5075 Hopyard Road, Suite 210
Pleasanton, CA 94588
Attn: Patrick A. Gunn, Esq.
pgunn@aalrr.com
(925) 227-9202 (Facsimile)

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

Section 8.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

Section 8.3. Severability. In the event any provision of this 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.

Section 8.4. Amendments, Changes, and Modifications. This Lease may not be effectively amended, changed, modified, altered, or terminated without the written agreement of both parties hereto, or their respective successors-in-interest.

Section 8.5. Obligations Absolute. The Contractor agrees that the obligations of the Contractor are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

Section 8.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 8.7. Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be in the county where the Project is located.

Section 8.8. Contractor and District Representatives. Whenever under the provisions of this Lease the approval of 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

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District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 8.9. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

Section 8.10. Prior Agreements. This 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 Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

Section 8.11. Attorney's Fees. If either party brings an action or proceeding involving the Project, or the Site, or to enforce the terms of this Lease or to declare rights hereunder, each party shall bear its own attorney fees and costs.

Section 8.12. Relationship of the Parties. Nothing contained in this Lease shall be construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between District and Contractor, or any other person or entity, or as causing one party to be responsible in any way for the debts or obligations of such other party, person, or entity.

Section 8.13. No Implied Waiver. The waiver by District or Contractor of any term, condition, or covenant contained in this Lease shall not be deemed a waiver of any other term, condition, or covenant, nor shall either party's consent to any breach be deemed to constitute or imply its consent to or waiver of any subsequent breach of the same term or another term, condition, or covenant of this Lease.

Section 8.14. Advice of Counsel. Each party represents that prior to the execution of this Agreement, it had the independent advice of counsel or opportunity to seek such advice, and the party apprised themselves of sufficient relevant data in order that they might intelligently exercise their own judgment in deciding to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective duly authorized officers as of the Effective Date.

NATOMAS UNIFIED SCHOOL DISTRICT

By: _____
Chris Evans, Superintendent

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ROEBBELEN CONTRACTING, INC.

By:_____
Chief Executive Officer

Approved as to form:

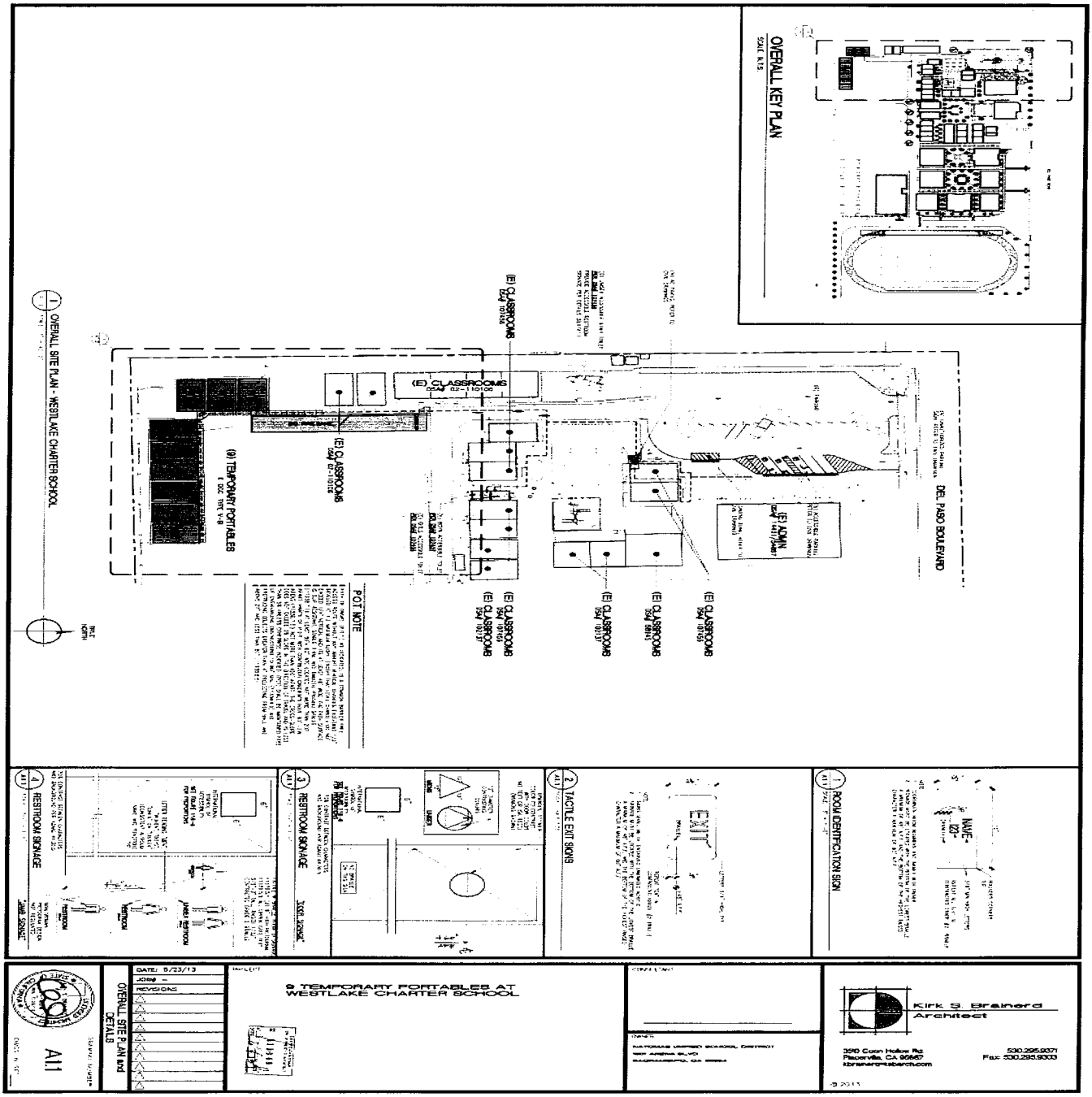
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By:_____
Patrick A. Gunn, Esq., Legal Counsel for
Natomas Unified School District

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EXHIBIT "A"

DESCRIPTION OF SITE



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ATTACHMENT D

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

5075 HOPYARD ROAD, SUITE 210
PLEASANTON, CALIFORNIA 94588-3361
(925) 227-9200

FAX (925) 227-9202
WWW.AALRR.COM

CERRITOS
(562) 653-3200
FAX (562) 653-3333

FRESNO
(559) 225-6700
FAX (559) 225-3416

IRVINE
(949) 453-4260
FAX (949) 453-4262

RIVERSIDE
(951) 683-1122
FAX (951) 683-1144

SACRAMENTO
(916) 923-1200
FAX (916) 923-1222

SAN DIEGO
(858) 485-9526
FAX (858) 485-9412

OUR FILE NUMBER:
005486.00117
11401822.1

July 18, 2013

Mark V. Covington, R.A., LEED AP
Executive Director Facilities & Strategic Planning
Natomas Unified School District
1901 Arena Blvd
Sacramento, CA 95834

Re: 9 Temporary Portables At Westlake Charter School Project
- **Fully Executed and Approved Lease Leaseback Contracts**

Dear Mark:

I have enclosed the two (2) sets of original contract documents, including Site Lease, Facilities Lease, and Construction Provisions, for the 9 Temporary Portables At Westlake Charter School Project, which I received from your office. I have signed both the Site Lease and the Facilities Lease, approving them "as to form." I have also retained copies of the documents received from your office for our files.

Although the District executed both the Owner's Set and the Contractor's Set of Contract documents completely, I note that the District's initials in Article 11 of the Construction Provisions, the Liquidated Damages clause, do not appear to be the same handwriting as the Superintendent who signed the Site Lease and Facilities Lease. The District signatory of all documents should be the same.

Please let me know if you have any questions, comments or concerns regarding any aspect of this matter.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Patrick A. Gunn

PAG:gem

Enclosures: Two (2) sets of originals of Site Lease, Facilities Lease, and Construction Provisions – Owner's Set including Bonds, Insurance Documents

ATTACHMENT D

WILLIAMS SCOTSMAN™
An ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, INC.
4911 Allison Parkway
Vacaville, CA
95688-9346
Phone:(707)451-3000 Ext. 48113
Fax: (707) 451-4000
Toll-Free: 800-782-1500
Dave Ryden
Sales Representative
dgryden@willscot.com

Contract Number: 334660
Revision:2
Date: April 19, 2013

Lease Agreement

Lessee: 1043864	**Contact:**	**Ship To:**
Natomas Unified School District	Douglas Crancer	
1901 Arena Blvd	1901 Arena Blvd	3600 Del Paso Blvd.
Sacramento, California, 95834	Sacramento, CA, 95834-3721	SACRAMENTO, CA, 95834
	Phone: (916) 539-8897	
	Fax:	**Delivery Date:**
	E-mail: dcrancer@natomas.k12.ca.us	

Rental Pricing Per Month		**Quantity**	**Price**	**Extended**
40x24 Classroom	Unit Number:	1	$310.00	$310.00
Minimum Lease Term: 60 Months			Total Monthly Building Charges:	$310.00
			Other Monthly Charges:	$0.00
			Total Rental Charges Per Month:	$310.00
Delivery & Installation				
Block and Level		1	$3,500.00	$3,500.00
Delivery Freight		2	$861.95	$1,477.63
			Total Delivery & Installation Charges:	$4,977.63
Final Return Charges*				
Teardown		1	$1,333.33	$1,333.33
Return Freight		2	$861.95	$1,477.63
			Due On Final Invoice*:	$2,810.96
			Total Charges Including (60) Month Rental, Delivery, Installation & Return:**	$26,388.59

Scope Of Work

ATTACHMENT D

WILLIAMS SCOTSMAN

An ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, Inc.
4911 Allison Parkway
Vacaville, CA
95688-9346
Phone: (707)451-3000 Ext. 48113
Fax: (707) 451-4000
Toll Free: 800-782-1500
Dave Ryden
Sales Representative
dgryden@willscot.com

Contract Number: 334660
Revision:2
Date: April 19, 2013

TOTAL PRODUCT SUMMARY CHARGES

Qty	Product
9	CL4024

MONTHLY CHARGES:	$2,790.00 A
INITIAL CHARGES:	$44,798.67 B
FINAL CHARGES:	$25,298.64 C
TOTAL CHARGES WITH ALL OPTIONS:	$237,497.31

Clarifications

***Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsibile for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise effect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Estimated amount due on initial invoice (excluding applicable taxes)

$\Sigma A+B =$ $47,588.67

By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (11-14-11) located on Lessor's internet site (http://www.willscot.com/terms) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature,digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Signatures

Lessee (Name): Natomas Unified School District	**Lessor:** **Williams Scotsman, Inc.**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO #:	

PLEASE RETURN SIGNED AGREEMENT TO: SACLeases@willscot.com

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:

No thanks. Please mail my invoices to:

1901 Arena Blvd,
Sacramento, California 95834

WILLIAMS SCOTSMAN, INC.
4911 Allison Parkway
Vacaville, CA
95688-9346
Phone: (707)451-3000 Ext. 48113
Fax: (707) 451-4000
Toll Free: 800-782-1500
Dave Ryden
Sales Representative
dgryden@willscot.com

Contract Number: 334660
Revision:2
Date: April 19, 2013

INSURANCE ADDENDUM TO LEASE AGREEMENT

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT*
9	CL4024	$29401.08	

Lessee: Natomas Unified School District

Pursuant to Section 11 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than $1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance**: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

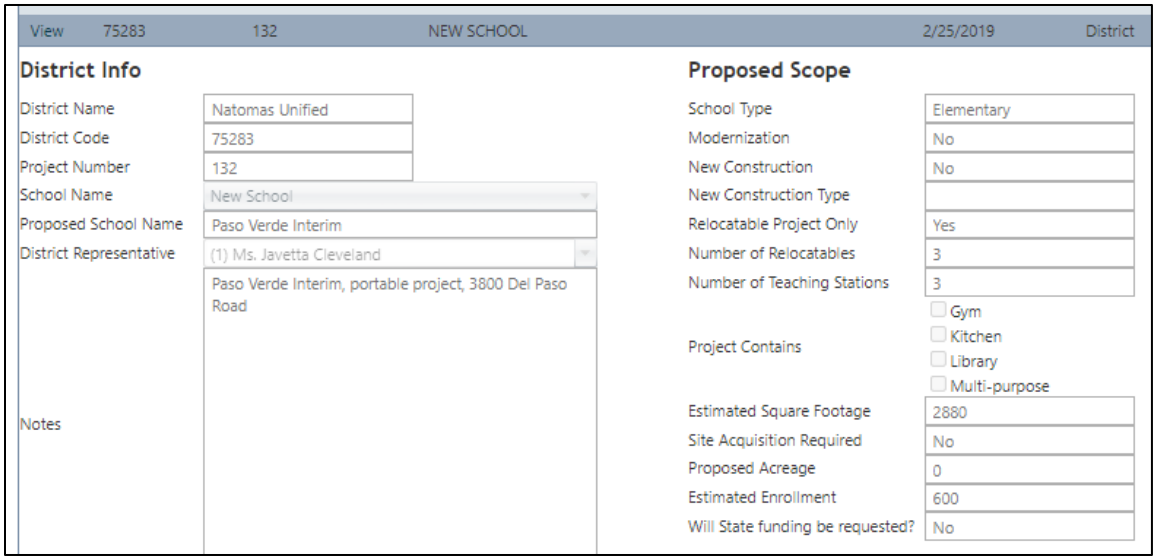
Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

FOR INFORMATIONAL PURPOSE ONLY: Please forward this document to your insurance carrier.



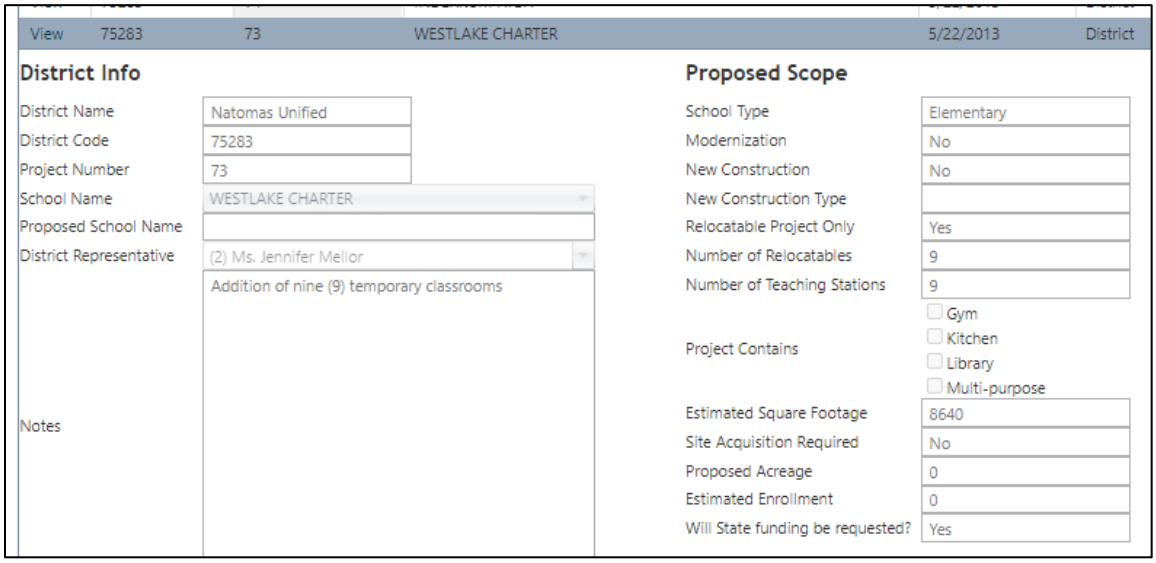
View 75283 132 NEW SCHOOL 2/25/2019 District

District Info

District Name	Natomas Unified
District Code	75283
Project Number	132
School Name	New School
Proposed School Name	Paso Verde Interim
District Representative	(1) Ms. Javetta Cleveland
Notes	Paso Verde Interim, portable project, 3800 Del Paso Road

Proposed Scope

School Type	Elementary
Modernization	No
New Construction	No
New Construction Type	
Relocatable Project Only	Yes
Number of Relocatables	3
Number of Teaching Stations	3
Project Contains	☐ Gym ☐ Kitchen ☐ Library ☐ Multi-purpose
Estimated Square Footage	2880
Site Acquisition Required	No
Proposed Acreage	0
Estimated Enrollment	600
Will State funding be requested?	No



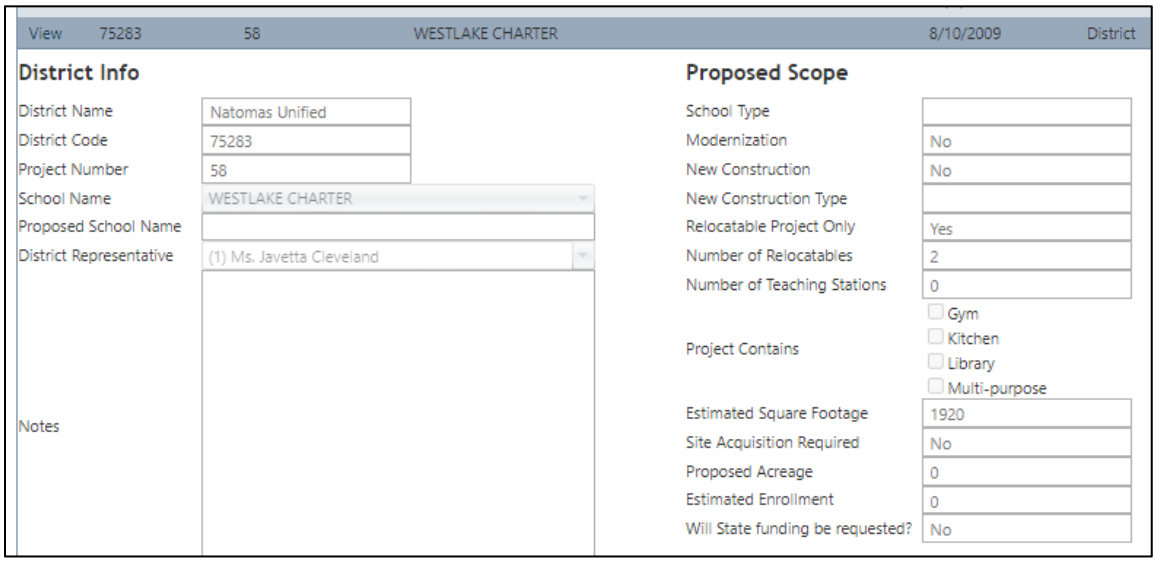
View 75283 73 WESTLAKE CHARTER 5/22/2013 District

District Info

District Name	Natomas Unified
District Code	75283
Project Number	73
School Name	WESTLAKE CHARTER
Proposed School Name	
District Representative	(2) Ms. Jennifer Mellor
Notes	Addition of nine (9) temporary classrooms

Proposed Scope

School Type	Elementary
Modernization	No
New Construction	No
New Construction Type	
Relocatable Project Only	Yes
Number of Relocatables	9
Number of Teaching Stations	9
Project Contains	☐ Gym ☐ Kitchen ☐ Library ☐ Multi-purpose
Estimated Square Footage	8640
Site Acquisition Required	No
Proposed Acreage	0
Estimated Enrollment	0
Will State funding be requested?	Yes



View 75283 58 WESTLAKE CHARTER 8/10/2009 District

District Info

District Name	Natomas Unified
District Code	75283
Project Number	58
School Name	WESTLAKE CHARTER
Proposed School Name	
District Representative	(1) Ms. Javetta Cleveland
Notes	

Proposed Scope

School Type	
Modernization	No
New Construction	No
New Construction Type	
Relocatable Project Only	Yes
Number of Relocatables	2
Number of Teaching Stations	0
Project Contains	☐ Gym ☐ Kitchen ☐ Library ☐ Multi-purpose
Estimated Square Footage	1920
Site Acquisition Required	No
Proposed Acreage	0
Estimated Enrollment	0
Will State funding be requested?	No

Westlake Charter School

Facilities Master Plan Brief

Expanding Opportunities… Connecting Children to the World

Created by: Westlake Charter School

For: The Natomas Unified School District, DLR Group and our Community

February, 2014

Organization Overview

Westlake Charter School (WCS) is a non-profit organization that operates two independent charter schools in the Natomas region. Specifically, WCS operates a K-5 (Westlake Charter School; opened in 2005) and a 6-8 (Westlake Charter Middle School; opened in 2011), with a total enrollment of 784 students in 2013/14. At full enrollment, which we will achieve in 2017/18, WCS will enroll 1,102 students across our grade-levels (Appendix A). Our K-4th students are currently housed at 3800 Del Paso Road (Del Paso Campus), while our 5th-8th grade students are housed at 1985 Pebblewood Drive (Pebblewood Campus).

WCS has one of the highest performing (in terms of academic achievement) elementary schools in Sacramento County, and is ranked 10th county-wide amongst our peer group of schools. Further, WCS has the smallest class sizes in Natomas, dedicated teaching staff, organizational flexibility and specialty programs (Art, Spanish and Physical Education, which all students receive from certificated teachers), which helps drive parent interest and support for our academic offering.

Additional information on each school, including our school leadership, instructional models and school culture, can be found on our school website and in our School Accountability Report Cards (both of which can be accessed at: www.westlakecharter.com)

Facility Overview, History & Conditions of Learning

Westlake Charter School started in 2005 by serving our students on a shared-portion of the Two Rivers Elementary school campus. After two years, our students were moved to their current location on the Del Paso campus. While rehabilitated portables have been added to this campus recently to account for enrollment growth, over 80% of our student population receives instruction in portables, while the remaining percentage are housed in the oldest school building in Natomas (commonly referred to as Building N). We continue to work collaboratively with NUSD and improve site infrastructure, and as evidence, have plans to increase parking over the Summer of 2014. This said, the school site will continue to have severe challenges, as the space itself was not intended to hold over 664 students (as further evidenced that our 5th grade students cannot remain on that site, even though our charter is a K-5 school), and the related staff, parents, and volunteers.

Westlake Charter Middle School was founded in 2011, and operated out of a privately-owned, leased facility located at 4400 East Commerce Drive (where Natomas Charter's STAR Academy currently operates) for two years. Over the summer of 2013, per our Facilities Use Agreement (FUA; Appendix B) with NUSD, WCMS moved to some portables on the Jefferson Elementary School campus. These portables had significant work done to them in the summer of 2013, including adding a fresh coat of paint and re-building some of the student walkways.

The conditions of learning at each campus do not align with our instructional program and comprehensive academic offerings (as evidenced by our lack of library, lab, support space, etc.), however, we are hopeful as we look towards the future and continue to collaborate with NUSD, our school and community leaders, and build a single, K-8 campus (also per our FUA).

Current Facility Status

Staff at the Del Paso and Pebblewood campus request repairs through NUSD's Work Order System. Significant improvements in repair/maintenance-response times have been experienced in recent months, although there are some nagging issues which need to be improved to maintain a safe, conducive learning environment (aging HVAC systems, failing sewage systems at JFE [twice this school year the system has purged raw sewage within 10 feet of WCS students and the Beanstalk Preschool program which operates out of Jefferson), unsafe student walkways, etc.).

Across our two school campuses, we have approximately 10 open Work Orders for service requests – these requests range from simple light bulb, tile and painting needs, to complex decking and walkway safety/repair. A handful of these orders have been open since Fall 2013, while others were opened as recently as February 2014.

The sharing of school campuses also presents unique challenges to Westlake. Specifically, neither of our schools has a gym, cafeteria, formal library to call our own. In the case of our shared facilities on our Pebblewood campus, our regularly-allotted time for the library is 30 minutes per week, which is not conducive to our academic program and student learning. Our use of the gym/cafeteria is slightly better, but still needs to go through a (sometimes) lengthy approval process which is time consuming for Jefferson and Westlake staff.

School & Community Input

As part of our future planning and Local Control and Accountability Plan (LCAP), WCS reached out to students, staff, parents, and community leaders and asked some simple, yet provocative questions regarding our current facilities and future campus plans. These questions and the aggregated (and frequently stated) answers are presented below:

Questions to Parents and Community Members

1. My top priorities for our current campus are:
2. My top priorities for our future campus are:
3. If you were King or Queen and in charge of school facilities, what would you do, or do differently in regard to Westlake School Campuses?

A number of parents and community members participated in Facility Master Planning Town Hall sessions conducted by DLR, and even more submitted responses our school website where our survey was posted.

Summarized answers include:

- A unified K-8 campus, which can support all students and all programs
- Outdoor play and learning/instructional space
- Adequate parking and traffic flow for staff, parents and visitors
- Space that's designed for creativity (art display) and efficiency (lunch time)
- Shaded play structures
- Larger library that can be used as flex space (academic support, etc.)

- Larger cafeteria that can serve more students, and increase lunch/eating time
- Dedicated gymnasium, cafeteria, library, specialty rooms and lab space
- More robust play areas that are age appropriate (K-8)
- Safe biking/walking paths to school
- Natural lighting; bright working spaces
- Dedicated space for our Before and After School Program
- Computer and Science Labs
- All-weather track and sports program facilities (basketball hoops, etc.)

Questions to 5th-8th Grade Students

1. My top priorities for our current campus are:
2. My top priorities for our future campus are:

All students in grades 5th-8th were asked to share their thoughts, and the responses ranged from the completely achievable, to the creatively fantastic!

Summarized answers include:

- More outdoor space to play, sit and eat
- Bigger, more accessible library
- Gymnasium with lockers/changing space
- Technology, History and Science/Chemistry Labs
- Project development (work space) and project display space
- More restrooms which are closer to student restrooms/areas
- Theater and stage space
- Art murals which can display school/student spirit
- Study Hall space
- Dedicated classrooms for Art, Spanish and Physical Education
- Space to relax, play games, collaborate, connect with each other
- Swimming Pool

Questions to Staff

Staff were asked more targeted questions than those presented to students and our community, and focused on two-main objectives, with three core areas per-objective.

The overarching objectives were:

1. What do you need to be successful in your classroom/instructional environment?
2. What does your grade-level need to build a successful instructional environment?

The three core areas per objective were:

A. Our Current Campus
B. Our Future Campus
C. Big Audacious Campus Goals

Summarized answers to question 1A include:

- Working, efficient infrastructure (sewage repair, HVAC repair/control, parking, etc.)
- Sinks and water in all classrooms for students
- Additional restrooms, in close proximity to teachers and students
- More teacher and student counter space and storage space for projects and curriculum
- Electrical upgrades to support overhead projectors, wall outlets, Audio/Video
- Thermostat control and efficiency upgrades

Summarized answers to question 1B include:

- Bright, natural, yet diffused light; sky-lights when possible
- Thermostat control
- Plenty of storage space
- Walls that have plenty of outlets, where you can post projects, magnetic whiteboards
- Wired for overhead projectors, document cameras, speakers, integrated A/V
- More general student space in the classrooms to support desk-work, as well as group and project activities
- Classrooms built for the grade-levels – lower backpack hooks for early grades, more storage space in upper grades for student work
- Dedicated specialty class space, and space that is customized for our specialty programs (Art room, Spanish room, Physical Education room)
- Physically connected rooms/pass-through doors
- Common pod/planning areas for teachers and aides
- Ability to control classroom light/lighting (dimmers, dimmers that shut off only part of the classroom, etc.)
- Space outside of the classroom to hang student work
- Planters/green space that can be incorporated into thematic units and science projects

Summarized answers to question 1C include:

- Gymnasium with bleachers, lockers and storage
- Weather-proof track for our physical education program
- Gathering/Common Space
- Theater/Performance Stage
- Dedicated (staff-only) teacher work-space
- Dedicated computer labs
- Sitting area for kids at recess
- Separate K-1 playground
- Staff/Admin entrance v. Public entrance
- Library that rivals collegiate level offerings
- Physically-connected (open floor plan), collaborative instructional environments
- Rooms to support our intervention and academic support programs
- Dedicated Before/After School program space

Summarized answers to question 2A include:
- Teacher work/prep space
- Student work/prep space for projects
- Central storage for technology, thematic units materials (by grade level)

Summarized answers to question 2B include:
- Gymnasium with bleachers, lockers and storage
- Larger student resource/support rooms
- Common areas for students and staff
- Gallery space to display work
- An outside area for holding classroom/grade-level meetings; Outdoor amphitheater.
- Grade-levels constructed on a pod-basis
- Dedicated science lab & teacher work-space

Summarized answers to question 2C include:
- Gymnasium with bleachers and lockers
- More green space for teaching and playing
- Art gallery space
- Dedicated Kinder bathrooms that are close and accessible to K teachers/students
- Stage for students to perform
- Parking close to the classrooms

Finally, teachers were asked if there were any other considerations we should include as part of our facilities discussion. Answers included the following:
- Plenty of space for curriculum and supply storage
- Plenty of parking to support 1,000+ enrollment school site, staff and visitors
- A space that promotes community and collegiality
- Green space, natural space, natural lighting

Future Vision

Westlake Charter School appreciates the time and effort dedicated by students, staff, volunteers and our community - they provided valuable input on our future campus needs. Through this collaborative process, we have been able to further articulate the space and infrastructure required to operate our academic programs, and have drafted a conceptual design for our single K-8 campus. These conceptual designs (drafted by David Stephens, whose design work is serendipitously included in the DLR Town Hall presentation), as well as other design elements brought forth by DLR and the City of Sacramento's Valley Oak Park (which will be located adjacent to our future campus), blend together to form a broad campus vision, are included in Appendix C.

With the assistance of our school community, NUSD and DLR, we are well on our way to setting the stage for the construction of a truly remarkable Westlake Charter School campus in Natomas. We are excited about the opportunity, and frankly, can't wait to get started.

Appendix A

Snapshot of Enrollment Projections for Westlake Charter

Westlake Charter School-Elementary										
Grade	2013-14 Classes	2013-14 Total	2014-15 Classes	2014-15 Total	2015-16 Classes	2015-16 Total	2016-17 Classes	2016-17 Total	2017-18 Classes	2017-18 Total
Kindergarten	5	110	5	110	5	110	5	110	5	110
1st Grade	5	115	5	110	5	110	5	110	5	110
2nd Grade	5	115	5	110	5	110	5	110	5	110
3rd Grade	3	69	5	110	5	110	5	110	5	110
4th Grade	3	87	4	112	4	112	4	112	4	112
5th Grade	3	87	4	112	4	112	4	112	4	112
Total	24	583	28	664	28	664	28	664	28	664

Westlake Charter School-Middle										
Grade	2013-14 Classes	2013-14 Total	2014-15 Classes	2014-15 Total	2015-16 Classes	201-15 Total	2016-17 Classes	2016-17 Total	2017-18 Classes	2017-18 Total
6th Grade	3	83	3	87	4	116	4	116	4	116
7th Grade	2	60	3	87	3	87	4	116	4	116
8th Grade	2	58	3	87	3	87	3	87	4	116
Total	7	201	9	261	10	290	11	319	12	348
Total Number of Classrooms Both Schools:	31		37		38		39		40	

Westlake Charter School

Vision of our single K-8 Campus

Expanding Opportunities...Connecting Children to the World

Follow along @ www.westlakecharter.com

WCS ~~Explorers~~ Nomads

- The nomads of Natomas…
  - Started at Two Rivers Elementary
  - Moved to Del Paso
  - Added portables to account for growth.
  - Moved (4th grade) to East Commerce/Started WCMS
  - Added portables to Del Paso once again, and moved 4th grade back to DP.
  - Moved 5th through 8th to Jefferson ES
  - I think we have it in us to move… one. more. time.

Facility Design Timeline

- March 2013
  - Facility Use Agreement (FUA) signed
  - Granted land and portion of financing for K-8
  - Set Del Paso and Pebblewood as temporary campus

- Fall 2013 - Spring 2014:
  - Data gathered from students, parents and staff through paper and web surveys
  - Began to form initial priorities, and scope of what the campus could look like.
  - Facilities brief developed; articulated high-level needs

Facility Design Timeline, con't.

- Spring 2014:
  - Conceptual school design developed
  - NUSD decides to place Measure J on ballot
- Fall 2014:
  - Measure J passes!
  - WCS Facility team kicks off; Meets with DLR
- Winter 2014 - Spring 2015:
  - Iteration, after iteration, after iteration
  - Final financing piece comes to fruition
  - Building moratorium lifts!

Timeline...

Spring 2015 - Submit Designs to State Architect

Summer 2015 - Design Approval Process

Fall 2015 - Begin ground work

Winter - Wait for Rain?

Spring 2016 - Begin Construction (18 Months)

Summer 2017 - Projected Move in



DLR Group

Paso Verde SCHOOL

Paso Verde School

inspires

globally minded leaders

through

academic excellence.

We envision PVS as a

community institution

providing a foundation for our

graduates

to take leadership roles

and compassionately

respond to the needs of our

global community.

Natomas Unified School District

Connecting students to their future

PASO VERDE SCHOOL

3800 Del Paso Road
Sacramento, CA 95834
https://natomasunified.org/pvs/

Phone	916-567-5810
Fax	916-563-8900

Statistics	
Classification	K-8 School
Grades Served	K-8
Year Built	Interum Site - 2008
Modernizations	N/A
Additions	0
Portables	27
Site Area	4 ACRES
Total SF of Floor Space	46,315 SF
Current Enrollment	309
Student Ratio	1:150 SF

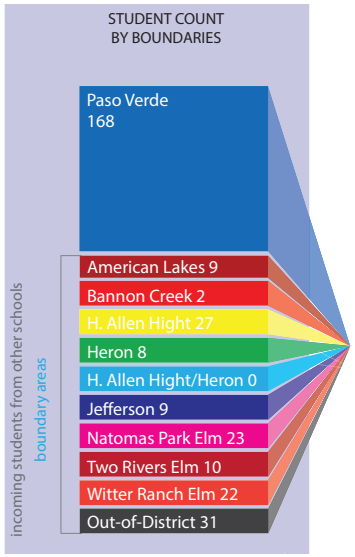


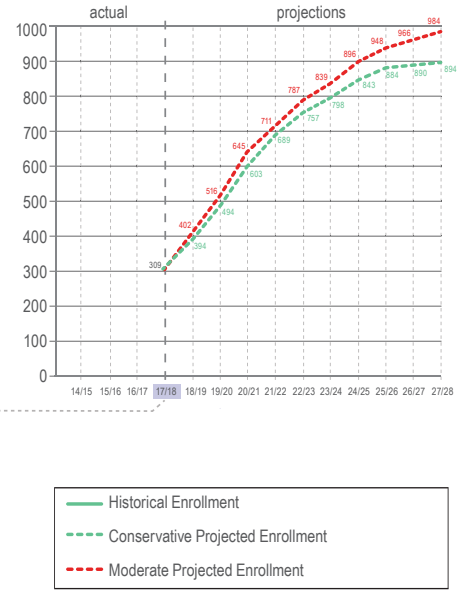




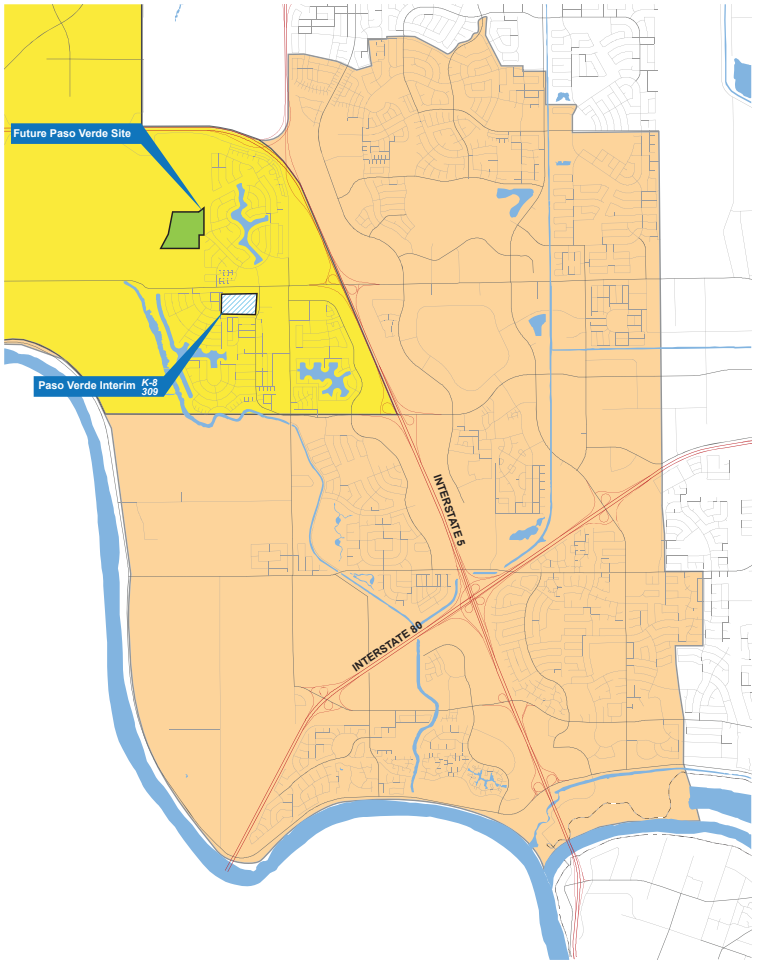
STUDENT POPULATION

STUDENT POPULATION AT A GLANCE | School Year 2017/2018





VICINITY MAP & SCHOOL BOUNDARY

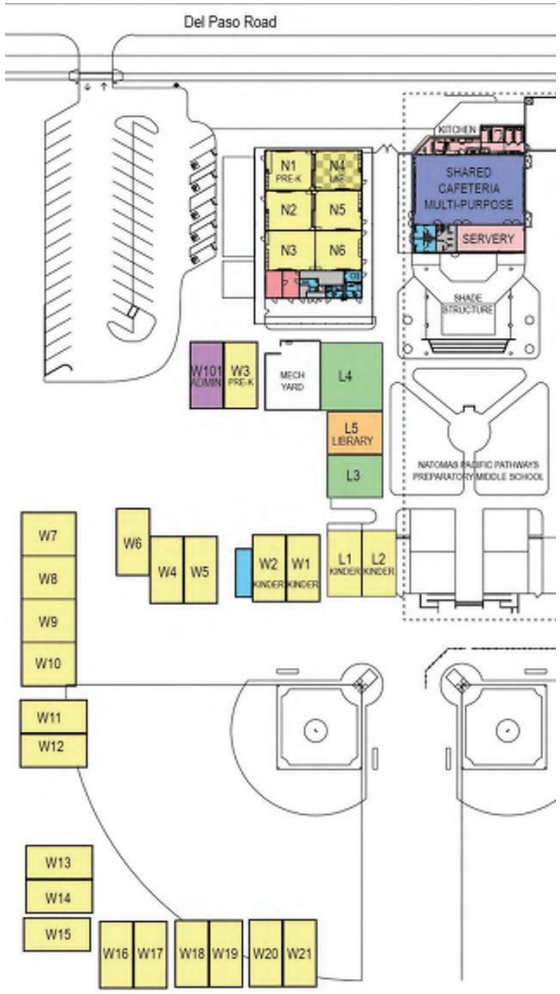


EXISTING SITE PLAN

Paso Verde Interim School

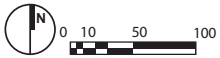
3700 Del Paso Road
Sacramento, CA 95834

Square Footage:	46,315 SF
Acreage:	4 ACRES
Year Built:	2008



EXISTING PROGRAMMING

- Classroom
- Science Classroom
- Collaboration Room
- Administration
- Multi-purpose / Athletics
- Building Support
- Music / Art
- Media Center
- Computer Lab
- Food Service
- Special Education
- CTE
- Restrooms / Lockers
- Non NUSD Program



PROPOSED MASTER SITE PLAN (2017)

Paso Verde Future School

Clarewood Way
Sacramento, CA 95834

Square Footage:	90,000 SF
Acreage:	18 ACRES
Year Built:	June 2020
Architect	Lionakis
Anticipated Project Budget:	$45,000,000
Grades Served:	TK-8
Enrollment:	1,000 students
Funding:	Bond Measures
Program:	IB (International Baccalaureate)

Conceptual Drawing



Paso Verde Elementary School Interim Site

1.2.13 Paso Verde Elementary School Interim Site: Classrooms, STEAM Classrooms, Maker Spaces, and Art Studio Spaces

Project Name:
Paso Verde Elementary School Interim Site

Location:
3700 Del Paso Road, Sacramento, CA, 95834

Completion Date:
August 2017

Project Budget:
$1,500,000

Grades Served:
TK-5 (17/18), TK-6 (18/19), TK-7 (19/20), TK-8 (20/21)









WillScot - 3800 Del Paso (NP3E) Proj: 226, PO 095081

Invoice #	Amount
9014366793	$10,552.48
9014393568	$10,094.34
914366795	$10,293.18
9014366796	$10,028.12
9014366798	$10,710.11
9014366799	$9,986.00

TOTAL $61,664.23

Proj 226

☐ Received
☒ Approved for Payment
Signature 7/19/2022 Date

PO 095081

ATTACHMENT D

INVOICE

WILLSCOT™

901 SOUTH BOND ST., SUITE 600
BALTIMORE MD 21231

(800) 782-1500, Option 1
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

4522

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366793	6/23/2022	013	DUE NOW

PAYMENT DUE	$10,552.48
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825761	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	40X24 CLASSROOM CPX-08946	$310.00 Rental	$225.33	N*
1	COMPLEX REMOVAL - 0'-47'	$1,333.33	$1,333.33	N*
2	RETURN - 12' WIDE	$555.68	$1,111.36	N*
1	FUEL SURCHARGE RETURN	$246.27	$246.27	N*
2	RETURN - WIDELOAD PERMITS	$60.00	$120.00	N*
1	X0080-DR:-R&R EXT DEAD BOLT (EA)	$17.49	$17.49	N*
1	X0120-WN:-R&R V-BLIND (EA)	$17.49	$17.49	N*
1	X0086-WL:-R&R EXTERIOR SIDING WOOD	$262.30	$262.30	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$52.46	$52.46	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$17.49	$17.49	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*

CONTINUED ON NEXT PAGE

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

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Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	**$10,552.48**
Invoice #:	**9014366793**
Due Date:	**6/23/2022**
Customer:	**NATOMAS UNIFIED SCHOOL DISTRICT**
Customer #:	**10456996**

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

ATTACHMENT D

INVOICE

WILLSCOT™

901 SOUTH BOND ST., SUITE 600
BALTIMORE MD 21231

(800) 782-1500, Option 1
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366793	6/23/2022	013	DUE NOW

PAYMENT DUE	$10,552.48
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825761	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	DEADBOLT	$18.69	$18.69	N*
3	SIDING, WOOD	$92.42	$277.26	N*
1	MINI BLINDS	$15.33	$15.33	N*
1	X0120-WN:-R&R V-BLIND (EA)	$34.97	$34.97	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	$335.00	$335.00	N*
2	MINI BLINDS	$15.33	$30.66	N*
1	RETURN - MISC.	$535.71	$535.71	N*
1	KNOCKDOWN - CUSTOM	$2,952.38	$2,952.38	N*
2	RETURN - FUEL SURCHARGE	$69.65	$139.30	N*
1	SPECIAL EQUIP REQUIRED FOR REMOVAL	$2,188.90	$2,188.90	N*
		Sub-total	$10,552.48	
		INVOICE TOTAL	**$10,552.48**	

ATTACHMENT D

INVOICE

WILLSCOT™

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Fed ID# 52-0665775

1657

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014393568	6/27/2022	013	DUE NOW

PAYMENT DUE	$10,094.34
INVOICE DUE DATE	6/27/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825768	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/15/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	40X24 CLASSROOM CPX-08309	$310.00 Rental	$215.00	N*
1	COMPLEX REMOVAL - 0'-47'	$1,333.33	$1,333.33	N*
2	RETURN - 12' WIDE	$555.68	$1,111.36	N*
1	FUEL SURCHARGE RETURN	$246.27	$246.27	N*
2	RETURN - WIDELOAD PERMITS	$60.00	$120.00	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$139.89	$139.89	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	$335.00	$335.00	N*
1	X0080-DR:-R&R EXT DEAD BOLT (EA)	$17.49	$17.49	N*

CONTINUED ON NEXT PAGE

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

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Thank you for your business!

INVOICE TOTAL	**$10,094.34**
Invoice #:	**9014393568**
Due Date:	**6/27/2022**
Customer:	**NATOMAS UNIFIED SCHOOL DISTRICT**
Customer #:	**10456996**

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INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014393568	6/27/2022	013	DUE NOW

PAYMENT DUE	$10,094.34
INVOICE DUE DATE	6/27/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825768	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/15/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	X0120-WN:-R&R V-BLIND (EA)	$17.49	$17.49	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$69.95	$69.95	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$17.49	$17.49	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	DEADBOLT	$18.69	$18.69	N*
1	MINI BLINDS	$15.33	$15.33	N*
1	RETURN - MISC.	$535.71	$535.71	N*
1	SPECIAL EQUIP REQUIRED FOR REMOVAL	$2,188.90	$2,188.90	N*
1	KNOCKDOWN - CUSTOM	$2,952.38	$2,952.38	N*
2	RETURN - FUEL SURCHARGE	$69.65	$139.30	N*
		Sub-total	$10,094.34	
		INVOICE TOTAL	$10,094.34	

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4523

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366795	6/23/2022	013	DUE NOW

PAYMENT DUE	$10,293.18
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825762	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	40X24 CLASSROOM CPX-08419	$310.00 Rental	$225.33	N*
1	COMPLEX REMOVAL - 0'-47'	$1,333.33	$1,333.33	N*
2	RETURN - 12' WIDE	$555.68	$1,111.36	N*
1	FUEL SURCHARGE RETURN	$246.27	$246.27	N*
2	RETURN - WIDELOAD PERMITS	$60.00	$120.00	N*
1	X0080-DR:-R&R EXT DEAD BOLT (EA)	$17.49	$17.49	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$17.49	$17.49	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	$335.00	$335.00	N*

CONTINUED ON NEXT PAGE

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

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Thank you for your business!

INVOICE TOTAL	**$10,293.18**
Invoice #:	**9014366795**
Due Date:	**6/23/2022**
Customer:	**NATOMAS UNIFIED SCHOOL DISTRICT**
Customer #:	**10456996**

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INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366795	6/23/2022	013	DUE NOW

PAYMENT DUE	$10,293.18
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825762	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	DEADBOLT	$18.69	$18.69	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$87.43	$87.43	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	$335.00	$335.00	N*
1	RETURN - MISC.	$535.71	$535.71	N*
1	SPECIAL EQUIP REQUIRED FOR REMOVAL	$2,188.90	$2,188.90	N*
1	KNOCKDOWN - CUSTOM	$2,952.38	$2,952.38	N*
2	RETURN - FUEL SURCHARGE	$69.65	$139.30	N*
		Sub-total	$10,293.18	
		INVOICE TOTAL	$10,293.18	

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4524

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366796	6/23/2022	013	DUE NOW

PAYMENT DUE	$10,028.12
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825763	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	40X24 CLASSROOM CPX-07903	$310.00 Rental	$225.33	N*
1	COMPLEX REMOVAL - 0'-47'	$1,333.33	$1,333.33	N*
2	RETURN - 12' WIDE	$555.68	$1,111.36	N*
1	FUEL SURCHARGE RETURN	$246.27	$246.27	N*
2	RETURN - WIDELOAD PERMITS	$60.00	$120.00	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$87.43	$87.43	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	$335.00	$335.00	N*
1	X0080-DR:-R&R EXT DEAD BOLT (EA)	$17.49	$17.49	N*

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Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

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Thank you for your business!

INVOICE TOTAL	**$10,028.12**
Invoice #:	**9014366796**
Due Date:	**6/23/2022**
Customer:	**NATOMAS UNIFIED SCHOOL DISTRICT**
Customer #:	**10456996**

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www.willscot.com
Fed ID# 52-0665775

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366796	6/23/2022	013	DUE NOW

PAYMENT DUE	$10,028.12
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825763	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$87.43	$87.43	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	DEADBOLT	$18.69	$18.69	N*
1	RETURN - MISC.	$535.71	$535.71	N*
1	SPECIAL EQUIP REQUIRED FOR REMOVAL	$2,188.90	$2,188.90	N*
1	KNOCKDOWN - CUSTOM	$2,952.38	$2,952.38	N*
2	RETURN - FUEL SURCHARGE	$69.65	$139.30	N*
		Sub-total	$10,028.12	
		INVOICE TOTAL	**$10,028.12**	

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4525

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366798	6/23/2022	013	DUE NOW

PAYMENT DUE	$10,710.11
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825765	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	40X24 CLASSROOM CPX-07910	$310.00 Rental	$225.33	N*
1	COMPLEX REMOVAL - 0'-47'	$1,333.33	$1,333.33	N*
2	RETURN - 12' WIDE	$555.68	$1,111.36	N*
1	FUEL SURCHARGE RETURN	$246.27	$246.27	N*
2	RETURN - WIDELOAD PERMITS	$60.00	$120.00	N*
1	X0080-DR:-R&R EXT DEAD BOLT (EA)	$17.49	$17.49	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$69.95	$69.95	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	DEADBOLT	$18.69	$18.69	N*

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Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

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INVOICE TOTAL	**$10,710.11**
Invoice #:	**9014366798**
Due Date:	**6/23/2022**
Customer:	**NATOMAS UNIFIED SCHOOL DISTRICT**
Customer #:	**10456996**

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PO BOX 91975
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ATTACHMENT D

INVOICE

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customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366798	6/23/2022	013	DUE NOW

PAYMENT DUE	**$10,710.11**
INVOICE DUE DATE	**6/23/2022**

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825765	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/16/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$804.38	$804.38	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 460	$131.15	$131.15	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$157.38	$157.38	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	$335.00	$335.00	N*
1	RETURN - MISC.	$535.71	$535.71	N*
1	SPECIAL EQUIP REQUIRED FOR REMOVAL	$2,188.90	$2,188.90	N*
1	KNOCKDOWN - CUSTOM	$2,952.38	$2,952.38	N*
2	RETURN - FUEL SURCHARGE	$69.65	$139.30	N*
		Sub-total	$10,710.11	
		INVOICE TOTAL	**$10,710.11**	

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INVOICE

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4526

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366799	6/23/2022	013	DUE NOW

PAYMENT DUE	$9,986.00
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825767	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/17/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	40X24 CLASSROOM CPX-07898	$310.00 Rental	$235.67	N*
1	COMPLEX REMOVAL - 0'-47'	$1,333.33	$1,333.33	N*
2	RETURN - 12' WIDE	$555.68	$1,111.36	N*
1	FUEL SURCHARGE RETURN	$246.27	$246.27	N*
2	RETURN - WIDELOAD PERMITS	$60.00	$120.00	N*
1	X0080-DR:-R&R EXT DEAD BOLT (EA)	$17.49	$17.49	N*
1	X0159-WN:-REM V-BLIND (EA)	$34.97	$34.97	N*
1	X0180-WL:-REP EXTERIOR SIDING WOOD	$87.43	$87.43	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*

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Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

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INVOICE TOTAL	**$9,986.00**
Invoice #:	**9014366799**
Due Date:	**6/23/2022**
Customer:	**NATOMAS UNIFIED SCHOOL DISTRICT**
Customer #:	**10456996**

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Fed ID# 52-0665775

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10456996	9014366799	6/23/2022	013	DUE NOW

PAYMENT DUE	$9,986.00
INVOICE DUE DATE	6/23/2022

NATOMAS UNIFIED SCHOOL DISTRICT
1901 ARENA BLVD
SACRAMENTO CA 95834-3721

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W825767	1043864	169455		Mark Covington 9165675465	5/26/2022 - 6/17/2022	NATOMAS UNIFIED SCHOOL DISTRICT 3800 DEL PASO ROAD WESTLAKE CHARTER SCHOOL SACRAMENTO CA 95834

Quantity	Item #/Description	Price/Rate	Amount	
1	DEADBOLT	$18.69	$18.69	N*
1	X0193-WL:-REP INTERIOR WALL COVERI	$8.74	$8.74	N*
1	X0222-CL:-SERV CLEAN 12' : SF 480	$139.89	$139.89	N*
1	X0239-CL:-SERV SHAMPOO CARPET : SF	$166.12	$166.12	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	$335.00	$335.00	N*
1	RETURN - MISC.	$535.71	$535.71	N*
1	SPECIAL EQUIP REQUIRED FOR REMOVAL	$2,188.90	$2,188.90	N*
1	KNOCKDOWN - CUSTOM	$2,952.38	$2,952.38	N*
2	RETURN - FUEL SURCHARGE	$69.65	$139.30	N*
		Sub-total	$9,986.00	
		INVOICE TOTAL	**$9,986.00**	

SCHOOL DISTRICT APPEAL REQUEST

SCHOOL DISTRICT DATA

School District: Pioneer Union Elementary
Application Number: 51/73379-00-002
Total District Enrollment (2023/2024): 32
County: Butte
School Name: Berry Creek Elementary
Project Grade Levels: K-8
Financial Hardship: Yes

PURPOSE OF REPORT

To present the District's request for an expedited apportionment of natural disaster assistance funding to complete the remainder of the school to replace the school previously destroyed by the North Complex Fire. This request is presented under authority provided by Assembly Bill (AB) 247, Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 (Proposition 2), Education Code (EC) Section 17075.20(e).

DESCRIPTION

On September 8 and 9, 2020, the North Complex West Zone Fire destroyed the entirety of the District's Berry Creek Elementary School site, which contained all the facilities for the entire District. With no facilities to house its pupils, the District had to relocate its students to two neighboring districts.

The District is requesting additional funding to complete the rebuild of the school. According to the District, the cost of the rebuild project is $24,311,631.86, which exceeds their available funds. The District has completed construction of five classrooms and a library (Building B), but not the administration office and multi-purpose room (Building A).

The District had a total of $16,877,609.42 from various sources for this project, including approximately $11.5 million in insurance proceeds to address the estimated reconstruction costs[1]. Insurance proceeds are designed to cover costs to rebuild in like kind, based on the facilities that existed at the time of the loss. The District also received $968,030.42 from other resources.

In April 2024, the District received a total of $4,374,052.00 in School Facility Program (SFP) funding to rebuild the Berry Creek Elementary school site based on State Allocation Board (Board) approval of a *School District Appeal Request* (Form SAB 189) for alternative eligibility methodology and accelerated processing of an SFP New Construction Apportionment. This amount included $239,755.20 in design funding previously approved under an application for SFP Facility Hardship Program Replacement.

On February 5, 2025, the District submitted a Form SAB 189 (Attachment A) for Board approval of expedited funding to complete the remainder of the replacement for the school previously destroyed by the North Complex Fire.

Approval of the District's request would provide $7,128,840.49 in additional state funding to the District, which includes $1,990,474.03 in financial hardship assistance.

[1] The April 3, 2024 State Allocation Board item indicated that the District had been authorized to receive approximately $12.9 million in insurance proceeds to address estimated reconstruction costs. It was subsequently determined that $1.4 million of this amount reflected insurance proceeds received for interim housing, relocation services, and school materials for four years.

AUTHORITY

See Attachment B.

BACKGROUND

District and Project History
Berry Creek Elementary School is an elementary school serving kindergarten through eighth grade. This school is in the Pioneer Union Elementary School District, which is a one-school school district located in Butte County.

On August 17, 2020, a lightning storm sparked several wildfires, one of which was called the Bear Fire. On September 5, 2020, the Bear Fire merged with several other wildfires into a complex known as the North Complex Fire. On September 8 and 9, 2020, the North Complex West Zone Fire, a part of the North Complex Fire, quickly spread throughout Butte County and destroyed the town of Berry Creek, including Berry Creek Elementary School.

Being a one-school district, the District lost all facilities and relocated its students in neighboring school districts until September 2024.

On January 11, 2021, the District submitted a design funding request for an SFP application for Facility Hardship Program Replacement funding (Application Number 51/73379-00-001) to access funds needed to begin the design process to rebuild the site. At the February 24, 2021 meeting, the Board approved an immediate Apportionment for design funding, providing $239,755.20 in state funding.

After obtaining all required plan approvals, the District submitted the full-funding phase of Application Number 51/73379-00-001 on October 23, 2023. During the course of processing this application, the District opted to cease the processing of the Facility Hardship Program application, as insurance proceeds would have offset any funding they may have received from the program.

As a result, on February 23, 2024, the District submitted an SFP application for New Construction funding at Berry Creek Elementary (Application Number 50/73379-00-002) and an accompanying appeal request for an alternative eligibility methodology using pre-disaster enrollment and immediate processing and funding of the application.

At the April 3, 2024 meeting, the Board approved the District's appeal request and $4,374,052.00 in state funding, which included the prior design funding. The funding provided was based on eligibility for three classrooms and several supplemental grants, and the District constructed five classrooms and a library (Building B)..

To date, the District has received a total of $16,877,609.42 for rebuilding, including SFP funding, approximately $11.5 million in insurance proceeds, and $968,030.42 from other resources. The District also requested Financial Hardship status for purposes of this application.

Status of the Project
The District has obtained required plan approvals from the Division of the State Architect (DSA) and the California Department of Education (CDE). The District has already completed Phase 1 of the project, which consists of Building B (five classrooms and a

BACKGROUND (cont.)

library). The District hopes to begin site work in the near future for Phase 2 of the construction project to construct Building A (the multi-purpose room, administrative office and cafeteria).

If the Board approves the District's appeal, the District will receive an additional $7,128,840.49 in state funding based on the District's cost estimates, pursuant to EC Section 17075.20(e), which was recently enacted by voter approval of Proposition 2 and authorizes the Board to "provide any other assistance to a school district or county office of education determined by the [Board] to be impacted by a natural disaster…]. A summary of the District's revenue and projected expenditures for the project is on Attachment F.

STAFF ANALYSIS/STATEMENTS

District Position

In its appeal request, the District states the following:

> "Costs to rebuild this project are higher than may be expected due to continued cost escalation experienced over the past several years, the remote and difficult-to-access location of the school, a limited pool of contractors willing to work in the area, and ongoing material shortages that have impacted construction timelines and budgets."

The full text of the District's request is included as Attachment A.

Staff Position

The District is requesting accelerated processing and funding of its latest SFP application for funding pursuant to EC Section 17075.20(e), a provision of Proposition 2.

Proposition 2 – Natural Disaster Assistance
Proposition 2 was approved by a majority of California's voters on November 5, 2024. In part, Proposition 2 added EC Section 17075.20, which authorizes the Board to provide assistance for purposes of procuring interim housing and "any other assistance" to school districts or county offices of education that are impacted by a natural disaster for which the Governor has declared a state of emergency.

EC Section 17075.20(a) further states that "…allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance."

EC Section 17075.20(e) states that "The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster..."

On December 3, 2024, the Board took action to adopt several policies for initial implementation of Proposition 2, until regulatory amendments are presented to the Board and approved by the Office of Administrative Law. In part, the Board's action specified that school districts and county offices of education seeking assistance from the Board under the new natural disaster assistance provisions can submit a *School District Appeal Request* (Form SAB 189) and the Board will consider these requests on a case-by-case basis until staff has had the opportunity to seek stakeholder feedback and develop proposed regulations for implementation of this statute.

STAFF ANALYSIS/STATEMENTS (cont.)

Implementation and Overview of Stakeholder Meeting Concepts
To implement the provisions of EC Section 17075.20 and develop proposed regulations, staff held four stakeholder meetings. These meetings took place on February 13, April 10, June 12, and July 24, 2025.

The Office of Public School Construction (OPSC) has proposed that school districts requesting SFP funding under EC Section 17075.20 must submit the request while the natural disaster event for which the Governor declared a state of emergency is listed as "open" on the California Governor's Office of Emergency Services website. Additionally, OPSC has proposed that costs eligible for these funds must be only for executed contracts or expenditures dated on or after July 3, 2024, the date of enactment of the statute that placed Proposition 2 on the ballot (Chapter 81, Statutes of 2024, Assembly Bill 247, Muratsuchi).

The proposed SFP regulations for Natural Disaster Assistance are concurrently presented to the Board in this Agenda as a separate Action Item.

The District's request would meet these requirements if they were implemented. In Executive Order N-22-21 issued on August 18, 2020, Governor Newsom proclaimed the fire that destroyed Berry Creek Elementary School a state of emergency, and it is currently listed as an open State of Emergency as of July 18, 2025. Additionally, the District has not yet entered into contracts or incurred expenditures for the scope of work in this appeal request.

In considering their options, the District applied for and received New Construction funding in April 2024.

District's Eligibility and Funding History
At the April 3, 2024 Board meeting, the Board approved an alternative eligibility methodology to support the District's request for expedited New Construction funding, which was based on the following:

- The 2019/2020 enrollment period that was in effect at the time of the North Complex West Zone Fire, rather than the enrollment period in which the application was processed (2023/2024).
- The District's current need to house pupils displaced by the fire, rather than on the projected need to house new pupils.
- Exemption from SFP Regulation 1859.31(a) to include any classroom(s) for which a contract was signed for the construction or acquisition of facilities in the District's gross classroom inventory.

Staff found that the standard methodology established by the EC and SFP Regulations did not account for the unique circumstances in which all district facilities were destroyed, and no classroom space existed.

As a result, the District used the 46 K-6 and 10 7-8 pupil grants afforded from this alternative methodology for purposes of supporting Application Number 50/73379-00-002, using all available pupil grants. This pre-disaster eligibility supported the construction of three classrooms. However, in the District's approved plans and the rebuilt classroom building,

STAFF ANALYSIS/STATEMENTS (cont.)

there are a total of five classrooms to accommodate the grade level needs of the elementary school, as the school serves kindergarten through eighth grade pupils.

In addition to the base grant supported by the pupil grants mentioned above, the school received the following supplemental grants to support the District's rebuilding efforts, which were matched by local funds:

- The **New School Allowance** of $1,856,479.00. Pursuant to SFP Regulation Section 1859.83(c)(1), this allowance is for new school projects on a site with no existing school facilities. The allowance is for school projects that do not have the economies of scale to fund all facilities using the per pupil grants and is intended to provide assistance for the construction of specific Minimum Essential Facility (MEF) needs of brand-new schools, such as libraries, gymnasiums, multi-purpose rooms, administrative space, and toilets. This allowance also helps with the economy of scale for small new school projects.

  While this grant is typically reserved for sites with no existing school facilities, staff found it reasonable to provide this grant as all existing school facilities were burned down in the fire, and as a result, had no existing school facilities. Future New Construction project on the site are offset by New School Allowance grants previously received by school district on earlier projects.

- The **General Site** supplemental grant of $168,048.00. This grant is for general site development in the construction of new schools or existing school sites that are acquiring acreage, outlined in SFP Regulation Section 1859.76(d). As defined in SFP Regulation 1859.2, "General Site Development" means the on-site hard surfaced areas for foot traffic, driveways, walks, parking, curbs and gutters; outdoor instructional play facilities such as turned or paved play areas, permanent playground equipment, outdoor places of assembly, tennis/handball courts, running tracks and baseball, football and soccer fields; applicable landscaping of building frontages and outdoor facilities noted above.

- The **Project Assistance** supplemental grant of $9,645.00. This grant is provided when total overall pupil enrollment is less than 2,501 throughout the school district.

- **Site Development (Service-Site, Off-Site, and Utilities)** grants of $1,252,848.00. These grants provide additional funding equal to 50 percent of the costs necessary for site development costs under SFP Regulation Section 1859.76.

- The **Automatic Fire Detection/Alarm System and Automatic Sprinkler System** supplemental grants of $16,418.00. These grants are provided when staff verifies that either fire detection alarms or sprinklers are incorporated into the project and included in the DSA-approved project plans.

- The **Geographic Percent Factor** supplemental grant of $168,048.00. This grant is provided when a project or site is located within an area as defined in SFP Regulation Section 1859.83(a). In the District's case, they were eligible for a five-percent geographic index increase, which was applied to the Base Grant, Small

STAFF ANALYSIS/STATEMENTS (cont.)

Size Project, New School Project, Automatic Fire Detection, and Automatic Sprinkler System supplemental grants.

- The **Small Size Project** supplemental grant of $35,688.00. This grant is available for projects with a pupil capacity of fewer than 201 pupils. The District received four percent of the base grant for their project, as the five-classroom project had a capacity of 125 pupils.

Considerations

Existing Shortfall to Rebuild Minimum Essential Facilities
The total project cost to rebuild the site is estimated to be approximately $24.3 million dollars. The District is requesting $7,128,840.49 to complete Phase 2 to construct the administration office and multi-purpose room (Building A). The District indicates that these facilities will complete the school, and the amount requested is the existing shortfall. These facilities are considered MEF, which the New School Allowance the District received as part of application 50/73379-00-002 in April 2024 was intended to support.

New School Allowance
As mentioned above, the District received $1,856,479 for the New School Allowance, which is for new school projects and is intended to support the construction of MEF. If the District were to submit another SFP New Construction application to construct additional classrooms at the same site, the grant amount for the subsequent project would be offset to account for the New School Allowance previously received, as calculated in SFP Regulation Section 1859.83. However, the District does not have projected new enrollment growth to support additional New Construction funding applications.

Insurance Coverage
The District's insurance policy's loss payment for real and personal property was based on the like-kind replacement costs at the time of the loss without deduction for depreciation. The District's policy defined "replacement cost" as "the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation…" The District's insurance policy also included coverage for "the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law…to the minimum requirements of such ordinance or law." This policy may be seen in full on Attachment E.

Classrooms Built Back
Below, staff has compiled a square footage and classroom comparison between the existing facilities pre-disaster and the rebuilt facilities (both currently built and proposed within this funding request) to illustrate potential reasons for the funding shortfall.

The District's original facilities consisted of five portable classrooms and four permanent classrooms located within the main building. For Phase 1 of the project, the District opted to build back permanent, modular facilities for the classrooms and library.

When the District originally established SFP new construction eligibility on April 26, 2000, the District had nine classrooms, five of which were considered existing classroom capacity in the eligibility calculation. For application number 50/73379-00-002, per-pupil base grants

STAFF ANALYSIS/STATEMENTS (cont.)

were provided for the District's actual pre-disaster enrollment of 46 K-6 and 10 7-8 pupils, which only justified the need for three classrooms. However, the District opted to construct five classrooms in the reconstruction project due to the K-8 grade levels at the school. In accordance with SFP Regulation Section 1859.51(i)(7), the District's baseline eligibility was reduced by 25 K-6 pupils because the pupil capacity of the K-6 classrooms exceeded 150 percent of the number of pupils receiving a new construction grant.

Square Footage and Classroom Comparison (Pre-Disaster and Rebuild)

Multi-Purpose Room, Cafeteria, and Administrative Office Space

Pre-Disaster Facilities	Sq. Footage (Pre-Disaster)	Rebuilt Facilities	Sq. Footage (Rebuild)
Main Building (Multi-Purpose Room with Kitchen/Cafeteria, an Administrative Office, and four classrooms) (1983)	9,855 (with classrooms) 5,895* (without classrooms)	Multi-Purpose Room, Administrative Office, and Cafeteria (Phase 2 - Building A)	7,892**
TOTAL	**5,895***		**7,892****

**Square footage without classrooms in pre-disaster facilities*
***Square footage without classrooms proposed for phase 2*

The previous square footage of the Main Building, which included the District's previous multi-purpose room, administrative office, and four classrooms, had a total square footage of 9,855. Based upon documentation provided from the District's original establishment of SFP new construction eligibility in 2000, it appears that the total square footage of the four classrooms was 3,960 square feet, meaning that the total square footage of the prior multi-purpose room was 5,895 square feet, which is approximately 1,997 square feet less than proposed for the new building.

A full review of the pre-existing facilities and the rebuild efforts may be seen below:

STAFF ANALYSIS/STATEMENTS (cont.)

Pre-Disaster Facilities	Sq. Footage (Pre-Disaster)	Classrooms	Rebuilt Facilities	Sq. Footage (Rebuild)	Classrooms
Main Building (Multi-Purpose Room with Kitchen/Cafeteria, an Administrative Office, and Classrooms)	9,855*	4*	Multi-Purpose Room, Administrative Office, and Cafeteria (Phase 2 - Building A	7,892**	
Library	1,344*				
Speech Room	480*	1*			
Restrooms	480*				
Classroom 11	960*	1*	CR Building/Library (Phase 1 - Building B)	9,288**	5**
Classroom 12	960*	1*			
Classroom 13	960*	1*			
Classroom 14	960*	1*			
TOTAL	**15,999***	**9***		**17,180****	**5****

**Square footage and classrooms in pre-disaster facilities*
***Square footage and classrooms built back in phase 1 and proposed for phase 2*

A site map demonstrating the previous main building that encompassed the multi-purpose room, kitchen, administrative space, and four classrooms may be found on Attachment C. Floor plans of the new Buildings A and B may be found on Attachment D.

Rural Location and Costs
The District indicates that costs to rebuild this project are higher than may be expected due to the following factors:

- Continuous cost escalation over the past several years
- The remote location of the school
- A limited pool of contractors willing to work in the area
- Ongoing material shortages impacting construction timelines and budgets

The District also indicates that it has made efforts to be cost-effective and timeline-focused, such as obtaining an independent evaluation by an architectural firm to inform their use of a best value project delivery method. To mitigate extensive construction time and get back to campus as soon as possible, as the school was operating 30 miles off site in a neighboring district's facilities, the District opted to use DSA pre-approved modular buildings that were already Wildfire Urban Interface compliant for greater fire resilience.

Expedited Apportionment Request
The District requests an expedited Apportionment outside the Priority Funding process in order to complete the school as soon as possible. Students have already moved back into the classrooms, but the site lacks the multi-purpose room facility. Without an expedited apportionment, the District would not receive funding from a Proposition 2 general obligation bond sale until spring 2026.

STAFF ANALYSIS/STATEMENTS (cont.)

Staff has reviewed all available bond proceeds and there are not sufficient cash proceeds available to provide an Apportionment. Therefore, staff is unable to support the District's request for an immediate Apportionment outside the Priority Funding process. If the Board opts to provide an unfunded approval for the District's request, the District would be eligible to participate in the Priority Funding process to request cash proceeds from a spring 2026 statewide general obligation bond sale.

Conclusion
Staff acknowledges the devastation that the North Complex West Zone Fire caused to the District and its community.

Based on the District's cost estimates, staff calculates that the District has a shortfall of $7,128,840.49 to finish Phase 2 of reconstruction of Berry Creek Elementary School. The requested funding is intended to cover the construction of a multi-purpose room, cafeteria, and administrative office. Staff notes that the request is based on an estimate and not bids.

Contributing factors to the shortfall include:

- The rural location of the school and associated cost escalations with a limited pool of contractors.
- Limitations in insurance coverage which only covered costs associated with like-kind replacement.
- The District previously had five portable classrooms and a permanent main building with four classrooms, but opted to proceed with constructing permanent modular facilities, contributing to the cost difference between what insurance would cover between what was destroyed (a mixture of permanent and portable structures) and what was rebuilt (permanent modular).
- The District received SFP new construction funding for 46 K-6 pupils and 10 7-8 pupils, which translates to three classrooms, and opted to construct five classrooms.

Staff is presenting proposed regulations that are being presented concurrently at the August 19, 2025 Board meeting for purposes of Natural Disaster Assistance.

If the Board approves the District's appeal of funding for other assistance following a natural disaster, staff recommends the Board provide an Unfunded Approval as shown on Attachment G due to the lack of cash proceeds to fund the District's Apportionment request.

BOARD OPTION

Pursuant to the Rules and Procedures of the State Allocation Board, "Staff is providing the following option for the Board's consideration. A positive vote by six members is required for the Board to take action. Absent a positive vote by six members of the Board, the school district's appeal will be considered closed."

Option: Approve the District's appeal request as an Unfunded Approval as shown on Attachment G.

If the Board opts to approve the District's appeal request, staff recommends that the Board require the project to be subject to requirements currently in the proposed regulations for Natural Disaster Assistance including, but not limited to:

BOARD OPTION (cont.)

a) Substantial progress and expenditure reporting requirements pursuant to SFP Regulation Sections 1859.104 and 1859.106, and
b) The submittal of a five-year master plan at the time of submittal of the 100 percent complete *Expenditure Report* (Form SAB 50-06), and
c) Any insurance proceeds and/or governmental disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.

STATE OF CALIFORNIA
SCHOOL DISTRICT APPEAL REQUEST

STATE ALLOCATION BOARD
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 189 (REV 10/09)

SCHOOL DISTRICT	APPLICATION NUMBER
Pioneer Union School District	Pending
SCHOOL NAME	COUNTY
Berry Creek Elementary School	Butte
DISTRICT REPRESENTATIVE	E-MAIL ADDRESS
Scott Johnson	sjohnson@puesd.org

Purpose of Request:

The Pioneer Union School District requests expedited funding to complete the remainder of the replacement school previously destroyed by the North Complex Fire.

Basis of Request:

- [x] Law (Statute) 17075.20(e)
- [ ] Regulation _____
- [ ] Other (specify) _____

Description:

Please see attached

SIGNATURE OF AUTHORIZED DISTRICT REPRESENTATIVE

DATE 2/4/25

The Pioneer Union Elementary School District in Butte County is urgently seeking consideration and funding for $7,128,840.49 under the new Proposition 2 natural disaster impact funding Section 17075.20(e) to complete the rebuild of Berry Creek Elementary School. The school was destroyed in the North Complex West Zone Fire in 2020. With the assistance of OPSC, the District was able to complete the first phase of rebuilding the school site, which included 5 classrooms. The District now needs to complete the school with the necessary Minimum Essential Core Facilities.

On August 17, 2020 lightning strikes began multiple fires, one of which was named the Bear Fire. Later, on September 5, 2020 the Bear Fire merged with the Claremont Fire and became known as the North Complex Fire. The North Complex West Zone Fire is the portion of the North Complex Fire that burned in Butte County, and destroyed the town and school of Berry Creek. On September 11, 2020 Governor Newsom declared a statewide emergency that is still active today.

As a "Necessary Small School," Berry Creek Elementary School is the center of the community. There are no places in the community for large events since the fire. Having a multipurpose room supports school events as well as meetings with our political leaders and fire safety officials. The multipurpose room will be an appropriate place for students to eat lunch and a place to have P.E. classes when it is raining and snowing which occurs seven months out of the year in the mountains. The more opportunities we have to get our community together in a positive environment and return to the school atmosphere they previously enjoyed the more it will help in mitigating trauma and healing for students and staff as they continue to recover from the fire.

Phase 1 included 5 classrooms and the library. It is very difficult to teach ten grade levels in three classrooms with a wide range within each of those levels. All classrooms are used for academic support as we level students in reading and math which includes itinerate services for Special Education students. We also use our classrooms for our after school program which serves 98% of our students which are socioeconomically disadvantaged and need that daily academic and social support. Phase 2 will include the administration office and multi-purpose room. These facilities are considered "Minimum Essential Facilities" per the California Department of Education and are particularly necessary due to the geographic location and weather conditions at the Berry Creek Elementary School. In this current year our 7th and 8th grade numbers are low, that will not be the case next year and the following years as enrollment is increasing in all grade levels. Our enrollment has increased by 50% since moving back to Berry Creek. These facilities

will complete the school and provide adequate housing for the students and community of Berry Creek.

The District has been able to obtain $16,877,609.42n funding from various sources in order to rebuild the school (please see attached spreadsheet). As part of the $16,877,609.42 he Office of Public School Construction and the State Allocation Board previously approved New Construction funding of $4,374,052.

The District's costs for the rebuild project are $24,311,631.86 exceeding the available funds. Costs to rebuild this project are higher than may be expected due to continued cost escalation experienced over the past several years, the remote and difficult-to-access location of the school, a limited pool of contractors willing to work in the area, and ongoing material shortages that have impacted construction timelines and budgets.

To ensure the District pursued the most cost-effective approach, an independent evaluation was conducted by PBK Architects, which confirmed that rebuilding the school using a best value method would provide the most long-term benefit in terms of cost-efficiency, durability, and educational adequacy. The PBK evaluation supported the District's decision to proceed with the current plan, reinforcing the need for additional state assistance to complete the project. Moving forward to be cost effective and timeline focused we chose DSA pre-approved modular buildings. Even though we had to go to DSA as a new project because of the snow load, it reduced the time frame because it was based off of pre-approved DSA buildings. The buildings were also Wildfire Urban Interface compliant which is required in high fire risk areas. Chapter 7a of the California building code requires making the exterior of the building as resistant to fire as possible. This includes what the exterior of the building can be made of, that gutters and vents are protected from small sparks, windows are treated so they are not a hazard if they break due to heat and more. The KYA building already complied with a majority of these requirements. In addition, due to the remoteness of the site many of the other modular companies would not have agreed to do this work due to the remoteness of the site and many modular companies build parts of the building off site and deliver it already built to the site, which depending on the location of their warehouse means they won't go as far as the site. The most important reason the KYA building was selected was due to the timeline. The school was operating 30 miles off site and trying to get back to campus as soon as possible which meant a modular, PC approved building that worked with the conditions of the site seemed to be the best option.

The District lost the entire school as the result of a natural disaster and is requesting additional funding to allow for the build-back of a "Necessary Small School." At build-out the new school will have 5 classrooms and the Minimum Essential

Facilities consisting of a library, administration office, and multi-purpose room. Prior to the fire the school site included additional rooms for Media Arts and a Read Live Lab. Those spaces are not being rebuilt due to a lack of funds.

The District is also requesting an expedited apportionment. Students have moved back into the classrooms; however, the Berry Creek School has not been completed. The school site is lacking the Multi Purpose Room which is a Minimum Essential Facility, especially given the climate. The District needs to complete this final building as soon as possible to provide a complete school for the students. The protracted timelines for funding mean that without an expedited apportionment, the District would not receive funding until a Spring 2026 bond sale; the District requires the funding sooner so the building can begin construction prior to Summer 2026. The District is currently working with multiple agencies to rebuild their school; however, with an expedited apportionment, the District would go out to bid by July 1, 2025, anticipate being under contract by August 1, 2025 with completion scheduled for January 1, 2026. Due to these unique circumstances and urgency of the District's situation, the District is requesting funding under the new Proposition 2 natural disaster impact funding Section 17075.20(e), and an expedited review and apportionment in order to complete the rebuild of their school in a timely manner.

ATTACHMENT A

SCHOOL FACILITY CONSULTANTS

1303 J Street, Suite 500
Sacramento, CA 95814
Phone: (916) 441-5063
Facsimile: (916) 441-2848
www.s-f-c.org

February 5, 2025

TO: Brian LaPask
Office of Public School Construction

FROM: Laura Moffett
School Facility Consultants

SUBJECT: **Pioneer Union Elementary School District**
Berry Creek Elementary School Phase 2 Funding Request

CC: Patsy Oxford, Pioneer Union Elementary School District
Joe Dixon, Dixon Smart School House
Matthew Pettler, School Facility Consultants
Master File

Please find attached the Pioneer Union Elementary School District's application for School Facility Program Facility Hardship Replacement funding for the Berry Creek Elementary School. Specifically, the following documents have been included for your review:

Form	Document Name	Comments
No Form	District Funding Request Letter	Scanned signature.
SAB 189	*School District Appeal Request*	Scanned signature
No Form	Attached Narrative	Copy enclosed.
No Form	Approved Resolution – Five Year Facility Master Plan	Copy enclosed.
No Form	CDE Approval Letter	Copy enclosed.
No Form	DSA Approval Letter – Increments 1 and 2	Copies enclosed.
No Form	CTEAC Certification Letter	Copy enclosed.
No Form	DSA Approved Plans & Specifications (#02-120513)	Available electronically via DSA's database.

Please do not hesitate to call should you have any questions or require any additional information.

Pioneer Union Elementary School District

Berry Creek Elementary School

286 Rockerfeller Road
Berry Creek, California 95916
Telephone: (530) 589-1633
Facsimile : (530) 589-5021

February 4, 2025

Mr. Brian LaPask
Chief, Program Services
Office of Public School Construction
Ziggurat Building
707 Third Street
West Sacramento, CA 95605

SUBJECT: **Pioneer Union School District**
Berry Creek Elementary School Phase 2

Dear Mr. LaPask:

The Pioneer Union School District requests that the Office of Public School Construction (OPSC) accept and process the attached application under the provisions of Proposition 2 -- the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.

Per direction from the OPSC, the attached application is requesting funding under the Proposition 2 natural disaster impact funding Section 17075.20(e). Additionally, the District plans to submit paperwork for Financial Hardship Assistance.

Please do not hesitate to contact me or Laura Moffett at School Facility Consultants with any questions.

Sincerely,

2/4/25

District Representative, Scott Johnson

RESOLUTION NO. 25-001

RESOLUTION AUTHORIZING FILING OF APPLICATION(S) FOR STATE ALLOCATION BOARD–ADMINISTERED PROGRAMS FOR THE PIONEER UNION ELEMENTARY SCHOOL DISTRICT ON JANUARY 24,2025.

WHEREAS, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, the Pioneer Union Elementary School District intends to file applications for eligibility determination, the applications for funding, and/or certify information under one or more SAB-Administered Program (s); and

WHEREAS, the Pioneer Union Elementary School District intends to file applications for eligibility determination and/or applications for funding under the School Facility Program (SFP) as provided in Section 17070.10, et seq., of the Education Code; and

WHEREAS, the Pioneer Union Elementary School District is aware that all application submittals on or after October 31,2024, are subject to Sections 17070.54 of the Education Code; and

WHEREAS, the Pioneer Union Elementary School District is aware of the minimum requirements for the five-year school facilities master plan as outlined in Section 17070.54 of the Education Code;

NOW, THEREFORE BE IT RESOLVED THAT, as a condition of participating in the SFP, as administered by the SAB, the Pioneer Union Elementary School District shall submit to the DGS a five-year school facilities master plan, or updated five-year school facilities master plan, approved by the governing board of the Pioneer Union Elementary School District for all application submittals on or after October 31,2024; and

NOW, THEREFORE BE IT RESOLVED THAT, the Pioneer Union Elementary School District, as a condition of SFP participation, shall submit the required five-year school facilities master plan within 90 days of the Office of Public School Construction notification of processing the application; and

NOW, THEREFORE BE IT RESOLVED THAT, the Pioneer Union Elementary School District acknowledges that failure to submit an acceptable five-year school facilities master plan may result in rescission of project funding.

PASSED AND ADOPTED on January 24,2025 by the Pioneer Union Elementary School District Board of Trustees by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

Date: 1/24/2025

Tenisha Ferguson, Board President

Pioneer Union Elementary School District

CERTIFICATION

I, Scott Johnson, certify that the foregoing is a correct copy of a resolution passed and adopted by the Pioneer Union Elementary School District on January 24,2025.

Date: 2/4/25

Scott Johnson, Board Secretary/Clerk

Pioneer Union Elementary School District

CALIFORNIA DEPARTMENT OF EDUCATION

TONY THURMOND
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

October 20, 2023

Governing Board
Pioneer Union Elementary
286 Rockerfeller Rd.
Berry Creek, CA 95916

Project Tracking No: 73379-1
Re: Berry Creek Elementary School
County: Butte
Square Feet: 17,085
Grade Level: K - 8

Dear Governing Board:

Subject: Final Plan Approval - New School

The California Department of Education (CDE) approves the plans with the title sheet date of February 07, 2023, for the above referenced project. The plans were received on October 5, 2023.The plans meet the CDE's standards for educational adequacy (*California Code of Regulations*, Title 5, et seq. and *Education Code* (*EC*) sections 17251(c) and (d)).

It is the responsibility of the school district to meet all requirements concerning toilet facilities, drinking water supply, sewage disposal, food service facilities and other plan elements having primary health and safety implications. The plans should be reviewed by the local health agency having jurisdiction and a written approval should be secured and filed in the school district's records. If the approved project involves work on an existing school building, it is the responsibility of the school district to meet all Federal, State and local requirements relating to the identification, remediation and/or removal of hazardous levels of lead and asbestos containing materials before or during construction. It is the responsibility of the district to complete all of the mitigation measures identified in the documents submitted to the CDE for review.

The school site for this project is 5.29 usable acres. This represents 80.15 percent of the CDE's recommended site size of 6.6 acres, as contained in the CDE's "Guide to School Site Analysis and Development(2000)," for the current California Basic Educational Data System (CBEDS) enrollment of the site and the student capacity added by this project as calculated pursuant to State Allocation Board (SAB) regulation 1859.83(d).

The CDE's recommended acres for the master plan capacity of the site is 6.6 acres, to be used for purposes of requesting funding from the State Allocation Board pursuant to SAB regulation 1859.73, related to multi-story construction, and 1859.76(a)11, related to parking structures. This site is 80.15 percent of the CDE's recommended master plan site size.

The project as approved consists of:

TEACHING STATIONS	GRADE LEVEL	ROOMS	STUDENTS
Classrooms	1 - 6	3	75
Classrooms	7 - 8	1	27
Kindergartens	Kindergarten	1	25

Based on the standards specified in *EC* Section 17071.25 and the number of teaching stations in the project, the student capacity of this project is 127.

CORE FACILITIES:

Administration, Kitchen, Library, Multi-Purpose, Resource Specialist Program, Storage, Teacher Work Room, Toilets

The scope of the project reconstructs Berry Creek Elementary School, which was burned down from the North Complex Fire. As part of the reconstruction of this school, the district opted to keep the existing parking lot and drop off loop. Given the site constraints and hardship brought on by the wildfire, the CDE allows the design even though it does not meet Title 5 Regulations, Section 14030(b)(2) and (3). The district certified that the existing design meets the needs of the school given the small enrollment (less than 100 pupils) attending this rural school.

The district also certified that the special education pullout programs will share spaces in the resource specialist room adjacent to the library. The room will adequately meet the needs of the site as the district will utilize partitioned walls to ensure privacy.

The district has certified that this project is either exempt from, or has completed, the California Environmental Quality Act (CEQA) process.

The district has indicated to the CDE that this is a minor addition project that is eligible for a statutory or categorical exemption under the CEQA. The completion of a Phase I Environmental Site Assessment and/or Preliminary Endangerment Assessment and review by the Department of Toxic Substances Control is not required for this project per *EC* Section 17268(c).

For projects to be funded under the Leroy F. Greene School Facility Act of 1998, funding requests to the SAB must be submitted within two (2) years of the date of this letter. If the district is not seeking financial assistance from the SAB, the project must commence construction within two (2) years of the date of this letter. Regardless of the funding source, if, prior to construction, changes are made to the plans that would affect or alter the CDE's original approval (including but not limited to changes in surrounding land uses, the master plan capacity of the project, changes in code and/or regulation, or a subsequent CEQA determination), the plan may be subject to reevaluation using the most recent standards.

Please contact the undersigned if you have questions regarding this letter.

Sincerely,

John Gordon

John Gordon, Education Administrator I
School Facilities and Transportation
Services Division

Jennifer Schwinn

Jennifer Schwinn, Consultant
School Facilities and Transportation
Services Division
(916) 445-8902

DP15006/PAP13120
cc: Architect

State of California • Gavin Newsom, Governor
California Government Operations Agency
DEPARTMENT OF GENERAL SERVICES
Division of the State Architect - Sacramento Office

3/16/2023 - APPROVAL OF PLAN(S)

Patsy Oxford
PIONEER UNION ELEMENTARY SCHOOL DISTRICT
210 Oakvale Ave.
Oroville, CA 95966

Project:	**Berry Creek Elementary School (Pioneer Union Elementary School District)**
Total Scope of Project:	**Construction of 1-Classroom Building, 1-Site Grading, Underground Utilities, and Foundations, 1-Administration/MP**
Portion of total scope Covered by this letter:	**Construction of 1-Site Grading, Underground Utilities, and Foundations**
Increment #:	**1**
Application #:	**02-120513**
File #:	**4-57**

Drawings and specifications for the subject project have been examined and stamped by the Division of the State Architect (DSA) for identification on **3/16/2023**. This letter constitutes the "written approval of the plans as to the safety of design and construction" required before letting any contract for construction, and applies to the work shown on these drawings and specifications. The date of this letter is the DSA approval date.

Approval is limited to the particular location shown on the drawings and is conditioned on construction starting within one year from the stamped date. The inspector must be approved and the contract information, including the construction start date, must be given to DSA prior to start of construction.

DSA does not review drawings and specifications for compliance with Parts 3 (California Electrical Code), 4 (California Mechanical Code), and 5 (California Plumbing Code) of Title 24. It is the responsibility of the professional consultants named on the application to verify this compliance.

Please refer only to the boxes checked below which indicate applicable conditions specific to this project.

☒ Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural.

☒ Buildings or site improvements constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 19 and Title 24, California Code of Regulations, for Fire and Life Safety.

☒ This constitutes the written approval certifying that the drawings and specifications are in compliance with state regulations for the accommodation of the disabled which are required before letting any contract for construction. (See Section 4454, Government Code.)

ATTACHMENT A

Application #: 02-120513
File #: 4-57

☐ Due to the nature of the building(s), certain precautions considered necessary to assure long service have not been required. In the condition as built, the building(s) will meet minimum required standards for structural, and fire and life safety. The owner must observe and correct deterioration in the building in order to maintain it in a safe condition.

☐ Your attention is drawn to the fact that this application was submitted under the provisions of Sections 39140/81130 of the Education Code which permit repairs or replacement of a fire damaged building to be made in accordance with the drawings and specifications previously approved by this office. The drawings and specifications approved for the reconstruction of this building conform to the drawings and specifications approved under application # _____ .

☐ Due to the nature of the poles, certain precautions considered necessary to assure long service have not been insisted upon. In their condition as built, they will meet minimum required safety standards; however, your attention is directed to the comparatively short life of wood poles. It will be the responsibility of the owner to maintain them in a safe condition.

☐ Bleachers or grandstands constructed in accordance with approved drawings and specifications will meet minimum required standards for structural, and fire and life safety. The owner should provide for and require periodic safety inspections throughout the period of use to ensure framing and other parts have not been damaged or removed. On bleachers or grandstands having bolts, locking or safety devices, the owner should require that all such components be properly tightened or locked prior to each use.

☒ The building(s) was designed to support a snow load of **30** pounds per square foot of roof area. Snow removal must be considered if the amount of snow exceeds that for which the building(s) was designed.

☒ Deferred Approval(s) Items:
Fire Pumps and Water Tanks

This project has been classified as **Class 1** . An Inspector who is certified by DSA to inspect this class of project must be approved by DSA prior to start of construction.

Please refer to the above application number in all correspondence, reports, etc., in connection with this project.

Sincerely,

Harlan Reymont

Digitally signed by Harlan Reymont
Date: 2023.03.21 12:06:37 -07'00'

for Ida Antoniolli Clair, AIA
State Architect

cc:
Architect

State of California • Gavin Newsom, Governor
California Government Operations Agency
DEPARTMENT OF GENERAL SERVICES
Division of the State Architect - Sacramento Office

3/6/2023 - APPROVAL OF PLAN(S)

Patsy Oxford
PIONEER UNION ELEMENTARY SCHOOL DISTRICT
210 Oakvale Ave.
Oroville, CA 95966

Project: Berry Creek Elementary School (Pioneer Union Elementary School District)

Total Scope of Project: Construction of 1-Classroom Building, 1-Site Grading, Underground Utilities, and Foundations, 1-Administration/MP

Portion of total scope Covered by this letter: Construction of 1-Classroom Building, 1-Administration/MP

Increment #: 2

Application #: 02-120513

File #: 4-57

Drawings and specifications for the subject project have been examined and stamped by the Division of the State Architect (DSA) for identification on 3/6/2023 . This letter constitutes the "written approval of the plans as to the safety of design and construction" required before letting any contract for construction, and applies to the work shown on these drawings and specifications. The date of this letter is the DSA approval date.

Approval is limited to the particular location shown on the drawings and is conditioned on construction starting within one year from the stamped date. The inspector must be approved and the contract information, including the construction start date, must be given to DSA prior to start of construction.

DSA does not review drawings and specifications for compliance with Parts 3 (California Electrical Code), 4 (California Mechanical Code), and 5 (California Plumbing Code) of Title 24. It is the responsibility of the professional consultants named on the application to verify this compliance.

Please refer only to the boxes checked below which indicate applicable conditions specific to this project.

☒ Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural.

☒ Buildings or site improvements constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 19 and Title 24, California Code of Regulations, for Fire and Life Safety.

☒ This constitutes the written approval certifying that the drawings and specifications are in compliance with state regulations for the accommodation of the disabled which are required before letting any contract for construction. (See Section 4454, Government Code.)

ATTACHMENT A

Application #: 02-120513
File #: 4-57

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☐ Due to the nature of the poles, certain precautions considered necessary to assure long service have not been insisted upon. In their condition as built, they will meet minimum required safety standards; however, your attention is directed to the comparatively short life of wood poles. It will be the responsibility of the owner to maintain them in a safe condition.

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☒ The building(s) was designed to support a snow load of **30** pounds per square foot of roof area. Snow removal must be considered if the amount of snow exceeds that for which the building(s) was designed.

☒ Deferred Approval(s) Items:
Window Wall Systems or Storefronts with spans greater than 10 feet

This project has been classified as **Class 1** . An Inspector who is certified by DSA to inspect this class of project must be approved by DSA prior to start of construction.

Please refer to the above application number in all correspondence, reports, etc., in connection with this project.

Sincerely,

Harlan Reymont

Digitally signed by Harlan Reymont
Date: 2023.03.10 15:33:14 -08'00'

for Ida Antoniolli Clair, AIA
State Architect

cc:
Architect

Pioneer Union Elementary School District

Berry Creek Elementary School

286 Rockerfeller Road
Berry Creek California 95916
Telephone: (530) 589-1633
Facsimile : (530) 589-5021

January 11, 2021
Ms. Haley Jensen
Project Manager
Office of Public School Construction
707 Third Street
West Sacramento, CA 95605

SUBJECT: Pioneer Union Elementary School District
CTEAC Certification Letter
Berry Creek Elementary Project

Dear Ms. Jensen:

Please be advised that the Career Technical Advisory Committee certification on the SAB 50-04, *Application for Funding* is not applicable to the Pioneer Union Elementary School District. Pioneer Union Elementary School District is an elementary school district serving grades K-8 and as such is exempt from the career technical facilities requirement as set forth in Education Code 17070.955

Please do not hesitate to call with any questions.

Sincerely,

Patsy Oxford

Patsy Oxford
Superintendent

Pioneer Union Elementary School District
Berry Creek Elementary School Rebuild

Revenue Sources	
Total Insurance	$12,404,563.08
State SFP Funding	$4,374,052.00
ESSER Funds	$254,331.04
Other Funds	$273,062.50
Interest	$440,636.88
Grand Total	**$17,746,645.50**
Building A Costs	
Planning	$292,692.77
Construction	$7,962,000.00
Contingency	$796,200.00
Grand Total	**$9,050,892.77**
Building B Costs	
Planning	$1,191,306.40
Construction	$13,158,128.47
Contingency	$0.00
Grand Total	**$14,349,434.87**
Other Site Costs	**$911,304.22**
Grand Total Costs	**$24,311,631.86**
Grand Total Revenue	**$17,746,645.50**
District Available Funding	**$1,561,191.08**
Total Building A Costs	**$9,050,892.77**
District Shortfall for Building A	**$7,489,701.69**

ATTACHMENT A

KYA SERVICES LLC

PREPARED FOR

Patsy Oxford
Berry Creek School
(530) 589-1633
poxford@puesd.org

04/04/2023

Berry Creek School - CUUBEX Series 60 X 140 CUUBE Building within the DSA App Drawings 02-120513

Project Number 1-1-26585

CMAS 4-20-78-0089C

Contact

Jeff Bloedorn
1800 E. McFadden Ave.
Santa Ana, CA
909-322-043
jeff.bloedorn@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15
DIR #1000003379

KYA SERVICES

Proposal: 1-1-26585
To: Berry Creek School
286 Rockerfeller Rd
Berry Creek
California
95916

c/o: Berry Creek School
RA: Jeff Bloedorn
RA Phone: 909-322-043
RA Email: jeff.bloedorn@theKYAgroup.com
Site: Berry Creek Elementary
Address: 286 Rockerfeller Rd.,
95916

Date: April 4, 2023
Terms: Net 30
CMAS 4-20-78-0089C

Site Qualifications and General Scope of Work

DIR # 1000003379

PRICED PER CMAS TLS Choice (4-20-78-0097B)

CUUBEX Series Outer Structure system for pre-engineered building design including metal-span steel system joints and outer clad panels

60 X 140 CUUBE Building (8,400sf) within the DSA App Drawings 02-120513

Pricing per White Sheets Materials and Services included are as follows;

Entire Building Structural Steel Structure
Acoustical Roof Deck
Insulated Roof Deck and Wall Panels
Aluminum Window and Door Frames
Airsys HVAC Units
Architectural Plan Reuse Fees
Side Plate Structural Connection Component
Procurement Administration QC delivery of materials
Project Management

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials P.O.

KYA SERVICES LLC

SCOPE OF WORK - PRICING

Berry Creek School - CUUBEX Series 60 X 140 CUUBE Building within the DSA App Drawings 02-120513	Quantity	U/M	Price	Value
CUUBEX Series Outer Structure system for pre-engineered building design including metal-span steel system joints and outer clad panels	8,400.00	SF	$501.75	$4,214,700.00
		Total Price		$4,214,700.00

Initials R.O.

KYA SERVICES LLC

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials P.O.

KYA SERVICES

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.
Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation; Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials P.O.

15) Force Majeure; Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company: KYA Services LLC

Accepted by:

Signature:	Patsy Oxford	Signature:	Jeff Bloedorn
By: (Print)	Patsy Oxford	By: (Print)	Jeff Bloedorn
Title:	Superintendent	Title:	Regional Advisor
Date:	8/9/2023	Date:	April 04, 2023

Initials _____

PBK

Project Cost Analysis

Project Name	Square Foot	Portable	Modular	Prefab	Stick	Cost/sf	Site	Total Cost/sf	Year Built	Notes
NP3 Elementary - 2-story classroom building (22 Classrooms) & Administration	**21,124**			**14,448,439.00**		$683.98	**2,646,000.00**	$809.27	**21-22**	**Panelized**
Starr King Elementary - 4 Classrooms	**6,218**		**2,168,444.00**			$348.74	**2,430,556.00**	$739.68	**22**	**Non-sprinklered**
Arboga Elementary - 2 Classroom Buildings (11 classrooms) & Multi-purpose w/ kitchen	**23,081**				**15,615,954.00**	$676.57	**1,492,737.00**	$741.27	**21-22**	
Covillaud Elementary - 2-story classroom building (16 classrooms)	**19,328**				**14,285,846.00**	$739.13	**1,612,303.00**	$822.58	**23-24**	**CMU/Metal**
Northlake - New K-8 campus (49 Classrooms, Multi-purpose, Cafeteria & Admin)	**81,160**				**45,261,049.00**	$557.68	**8,937,821.00**	$667.81	**23-24**	
Kipp U - 2-story classroom (20 classrooms & Admin) & Multi-purpose w/Kitchen	**39,876**				**23,541,080.00**	$590.36	**2,458,920.00**	$652.04	**22-23**	**Non DSA project**
Thermalito Preschool - 3 Portable classrooms	**7,320**	1,157,275.95				$158.10	**1,889,012.00**	$258.08	**20-21**	**Non-sprinklered, skids**
Cayucos Elementary - Classroom Addition	**1,050**				**718,906.00**	$684.67	**302,979.00**	$973.88	**21-22**	
Above projects are not designed for snow loads										
Berry Creek	**17,010**			**18,339,198.35**		$1,078.14	**4,587,258.78**	$1,347.89	**23-24**	

REQUEST FOR PROPOSALS
FOR
LEASE-LEASEBACK SERVICES FOR BERRY CREEK SCHOOL
INCREMENT 1 PROJECT

Proposal Deadline Date

August 28, 2023 at 2:00 PM

Submit to:

PIONEER UNION ELEMENTARY School District
286 Rockerfeller Rd., Berry Creek, CA. 95916

Attn: Scott Johnson

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I. PURPOSE OF THE RFP:

By way of this Request for Proposals ("RFP"), the PIONEER UNION ELEMENTARY SCHOOL DISTRICT ("District") seeks proposals from lease-leaseback contractors ("Contractor" or "Firm") to provide lease-leaseback construction services for the District's INCREMENT 2 PROJECT ("Project"). The purpose of this RFP is to obtain information that will enable the District to select a lease-leaseback Contractor using the "best value" competitive procurement process under Education Code section 17400 et seq., that can assist the District with construction services. The "best value" competitive procurement process is an evaluation process whereby a Firm is selected by the District on the basis of objective criteria for evaluating the qualifications of Firms, with the selected Firm representing the best combination of price and qualifications. Each Contractor responding to this RFP should be prepared and qualified to provide the lease-leaseback construction services described in this RFP to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

II. BACKGROUND INFORMATION:

Pioneer Union Elementary School District suffered a complete loss during the North Complex Fire on September 8, 2020.

This Project will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. The District has contracted with PBK to be the Architect of Record for the Project, and the lease-leaseback Contractor will be expected to provide lease-leaseback construction services for the Project as described below:

Project includes complete construction of 9261 sq ft classroom building (Building is Kit of Parts) and associated MEP systems.

The estimated construction budget for this Project is $3,555,602 and the estimated performance period is 120 days.

III. RFP TIMELINE:

Request for Proposals Issued 08/14/2023
Mandatory Project Walk-Through.....NA
Deadline for Submittal of Questions.....08/21/2023
Responses to the Questions Submitted 08/25/2023
Due Date for Submittal of Proposals .....08/28/2023 by 2:00 pm
Short List Interviews .....TBD*
Due Date for Fee Proposals.....08/28/2023 by 2:00 pm*
Anticipated Board Approval Date 09/13/2023*
Notification of Selected Firm 09/14/2023*

* Estimated deadlines subject to revision at the District's discretion.

IV. QUESTIONS AND CLARIFICATION OF THE RFP

All questions, requests for explanation or clarifications of any kind in regard to this RFP shall be made in written form, submitted via email to Nicole Cardwell, Executive Assistant at ncardwell@puesd.org; by no later than 2:00 p.m., August 21, 2023. A response will not be provided to any late questions, or requests for explanation or clarifications. All addenda and clarifications will be posted in the Drop Box, https://www.dropbox.com/sh/isxju7lfiur6our/AACUDC8uYPH85TE5e9-tWWvDa?dl=0, and provided to those Firms that have registered with the District. Any interpretation, clarification, or correction of this RFP will only be made by addendum as noted above. No person or Firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

V. DIR REGISTRATION AND PREVAILING WAGES

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a proposal 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 of the Labor Code at the time the contract is awarded.

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations.

VI. SUBCONTRACTOR DESIGNATIONS

Pursuant to Education Code section 17406(a)(4)(A), the District is requiring all Firms to identify and designate the subcontractors who will be performing the following scope(s) of work as set forth in Attachment 3. Each Firm shall list only one subcontractor for each scope of work as defined by the Contractor in its proposal. All subcontractors shall be properly licensed by the Contractors State License Board. All designated subcontractors in Attachment 3 will be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

After award of the Lease-Leaseback Contract for the Project, and in accordance with Education Code section 17406(a)(4)(B), any subcontractor that was not identified in the Contractor's proposal and whose subcontract value exceeds one-half of one percent of

the price allocable to construction work must be awarded a subcontract in accordance with the following process:

A. Provide public notice of availability of work to be subcontracted in accordance with publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

B. Establish reasonable qualification criteria and standards.

C. Award the subcontract either on a best value basis or to the lowest responsible bidder.

The process above may include prequalification or short-listing. The process shall not apply to subcontractors listed in the Contractor's original proposal. Subcontractors awarded subcontracts as set forth above shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

All subcontractors (of any tier) performing any portion of the Work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

VII. CONTENTS OF THE PROPOSAL

Firms must submit one original, four hard copies and a digital copy (on a thumb drive) of the proposal. All proposals should address the requested information for each of the evaluation categories below. The proposal shall demonstrate the qualifications, competence, and capacity of the Firm:

A. Cover Letter/Letter of Interest - Include a cover letter, addressed to Pioneer Union Elementary School District, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest.

B. Table of Contents - The table of contents shall reflect the order stated herein and shall include section titles and page numbers.

C. Evaluation Categories

1. **Mandatory Requirements** – The following requirements are mandatory and must be satisfied. The mandatory requirements will be scored on a pass/fail basis. Failure to meet any one of the mandatory requirements specified in this Section VII(C)(1) will disqualify your Firm from any further consideration for this RFP.

a. **Lease-Leaseback Contractor and Subcontractor Prequalification** – All Firms submitting a proposal to this RFP must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non-responsive and that Firm's proposal will be rejected and returned to the Firm unopened.

Prequalification documents are available as Attachment 1, from the PIONEER UNION ELEMENTARY SCHOOL DISTRICT Drop Box at https://www.dropbox.com/scl/fo/dt8jemitcxjk0z2wl2kbx/h?rlkey=q0v4ivogf0yrsds7g3cpb3eel&dl=0, and at 7549 Oro Bangor Hwy., Bangor, Ca 95914. Prequalification documents must be submitted by August 28, 2023. Contractors will be notified by telephone, email, or mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents. **Contractors currently prequalified with the District for lease-leaseback projects will not need to submit another prequalification package. Provide a copy of your current prequalification status letter from the District with your proposal.**

All mechanical, electrical or plumbing ("MEP") subcontractors (defined as contractors that **hold** a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 license), who are identified in the proposal as set forth in Attachment 3, must also be prequalified prior to submitting a proposal. This prequalification requirement applies even if the subcontractor will perform, or is designated and identified to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

MEP subcontractors (as defined above) that are NOT required to be designated and identified in the proposal as set forth in Attachment 3 must be prequalified prior to the award of their respective subcontract. A list of prequalified MEP subcontractors will be made available by the District upon request, but not less than five business days prior to the proposal submission deadline. However, it is the responsibility of the Contractor to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified.

b. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For the

purposes of this paragraph, “Firm” shall include any present or past (over the last five years), officers, owners, principals, partners, or any qualifying individuals including any RME or RMO. Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a proposal:

- Found to be a non-responsible contractor by any public agency;
- Convicted for false claims;
- Firm’s license revoked or suspended even if such revocation or suspension was stayed at any time;
- Debarred or otherwise ineligible to bid on or be awarded a public works contract;
- Terminated for cause or defaulted on a construction contract; or
- Convicted of a crime involving the awarding of a construction contract, or the bidding or performance of a construction contract.

c. **License Requirements** – Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a California Contractor’s **Class “B”** license at the time of submittal of its proposal, and for the duration of the contract, if awarded. Subcontractors must possess the appropriate license for the work to be performed on the Project.

d. **Performance and Payment Bonds** – All Firms submitting a proposal to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total contract amount. All bonds must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Firms must provide a letter from their surety indicating the Firm’s current and overall bonding capacity, and the ability to meet the bond requirements in Section 35 of the Construction Services Agreement.

e. **Insurance Requirements -** All Firms submitting a proposal to this RFP must have the ability to meet all of the insurance requirements set forth in Section 35 of the Construction Services Agreement. Firms must include a copy of their current certificate of insurance in their proposals evidencing the following minimum insurance requirements:

Comprehensive general liability insurance with a combined single limit per occurrence of not less than $2,000,000.00 or

commercial general liability Insurance (including automobile insurance) which provides limits of not less than:

- Per occurrence (combined single limit): $1,000,000.00
- Project Specific Aggregate (for this Project only): $2,000,000.00
- Products and Completed Operations: $1,000,000.00
- Personal and Advertising Injury Limit: $1,000,000.00
- General Aggregate of $2,000,000

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- Automotive and truck where operated: $2,000,000.00
- Material Hoist where used: $1,000,000.00
- Explosion, Collapse and Underground (XCU coverage): $1,000,000.00
- Pollution Liability of $2,000,000
- Course of Construction $value of construction contract

Excess Liability Insurance coverage in the amount of Five Million Dollars ($5,000,000.00).

Workers' Compensation Insurance shall be provided in accordance with the provisions of the California Labor Code adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Contractor from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Contractor upon or in connection with the work.

Provide a letter from your insurance broker stating that you will be able to provide and meet the insurance requirements in Section 35 of the Construction Services Agreement.

2. **Firm Personnel, Capacity, and Methodology – Attachment 1**. Each Firm must completely answer all questions in Attachment 1 of the RFP and return it to the District no later than August 15, 2023. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified and referenced in the proposal.** The following shall be stated:

a. **Description of Firm** – Include a description of the Firm's qualifications for providing lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.

b. **Firm's Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing lease-leaseback services, including dates and durations of each project listed and the name of the firm where employed. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

c. **Capacity & Methodology** – Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide Construction and lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to District's Project.

d. **Litigation** – Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided construction services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

3. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm is required to submit a list of its most relevant lease-leaseback services provided in the past five (5) years that are of the approximate size of the Project described in the RFP. The list shall include: (1) a description and size of the project, (2) scope of the work, (3) dates services were performed for lease-leaseback services, (4) total price for the project (please state amounts separately for construction services and for lease-leaseback services and include the final guaranteed maximum price and all contingencies and allowances), and (5) owner's name, address, and phone number.

4. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including the monitoring and enforcement of your subcontractor's payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment issued against the Firm, explain the circumstances for the Civil Wage and Penalty Assessment, and the final resolution.

   Further describe your plan and methodology to comply with the requirements for the use of a "skilled and trained workforce" as defined in Education Code section 17407.5 and Public Contract Code section 2600 et seq., for each apprenticable occupation that will be used on the Project, including all subcontractors of any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of "skilled journeypersons" for each apprenticable occupation and the required monthly report demonstrating compliance. Please include a copy of a sample monthly report prepared by your firm for another owner. Finally, identify and discuss which apprenticable occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

5. **Safety** – Discuss your plan to maintain a safe worksite. In your discussion, include whether your Firm has an Injury and Illness Prevention Program that complies with 8 CCR § 1509, whether your Firm has a safety program that meets Cal/OSHA requirements, and whether your Firm will provide a full-time person dedicated to safety on the Project.

Please state whether you have had any accidents in the past five years that resulted in a construction fatality on any of your projects and provide any details for each incident.

Please state whether you have had any recordable injuries in the past five years and provide the average total recordable injuries for the past five years.

Please provide an EMR verification from the State of California or an insurance company for each of the past five years.

6. **Local Business Outreach and Participation** - The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the city or cities where the District has schools by means of increasing the participation of these businesses in the District's purchase of goods and services. The District has a goal of ten (10) percent of all contracts for these services be awarded to local businesses. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the city where the District is located or the city or cities where the District has schools. Describe the Firm's plan for inclusion of local businesses in the services to be provided for the District.

7. **Exceptions to the Lease-Leaseback Agreement** – The form of Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Attachment 4. Please review each agreement and provide any proposed exceptions to those agreements on Attachment 1, Pre-Qualification Questionnaire, Section E.

D. Fee Proposal – Construction Fee, Lease-Leaseback Fee, and General Conditions – "Attachment 2"

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE.

The fee proposal, "Attachment 2", must be submitted in a separate, sealed envelope with your company name, proposal title, "Fee Proposal, Attachment 2", labeled on the outside of the envelope and brought to the interview. **Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).**

Provide a lump sum fee to provide construction services, the lease-leaseback fee, and a monthly general conditions fee on Attachment 2. The proposed fees should include all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Contractor will incur in providing the lease-leaseback construction services.

VIII. PREPARATION AND SUBMITTAL OF THE PROPOSAL

A. Proposal Submittal and Deadline

One original, four hard copies and a digital copy (on a thumb drive) of the proposal must be submitted under sealed cover by no later **than 2:00 p.m. on August 28, 2023.** Label the outside of the sealed proposal envelope or box with your company name, proposal title and RFP deadline.

Proposals shall be delivered to the attention of:

Pioneer Union Elementary School District

It is the sole responsibility of the Firm submitting the proposal to ensure that its proposal is actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, proposals received after the time on the due date will not be considered. Faxed or emailed proposals will not be accepted.

B. Proposal Completeness

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind as determined by the District. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

C. District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFP including, but not limited, to the Firm's travel expenses to attend any pre-conferences, presentations, interviews, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by the District. The District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP. By submitting a proposal in response to this RFP, the Firm agrees and acknowledges that it will not be entitled to any payment or costs for any work or services without entering into a Construction Services Agreement and/or Lease-Leaseback Contract approved and ratified by the District’s governing Board of Education.

D. Right to Use Ideas

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

E. Modification or Withdrawal Of Proposal

A Firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the proposal deadline specified.

F. Amendments

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

G. Equal Opportunity

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, District shall have the right to rescind and terminate the contract.

The successful Firm agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the contract.

H. Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

I. Covenant Against Gratuities

The Firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award

of the contract. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

J. Indemnification and Insurance

The Firm, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. (See, Construction Services Agreement Section 35 for insurance requirements and Section 36 for hold harmless and indemnify requirements.)

K. Conflict of Interest

The Firm is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

L. Independent Contractor

The Firm represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

M. Precedence of Documents

The contract between the District and the successful Firm(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Agreements included herein to be executed with the successful Firm(s); and (3) the proposal submitted by the Firm to the District in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Agreements shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

N. Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

IX. PROPOSAL EVALUATION AND BEST VALUE SCORE

A. Proposal Evaluation Committee

The District's Proposal Evaluation Committee will consist of at least four (4) members and will score each proposal based on the evaluation categories and points set forth in the RFP (See, Section X.B.). Each Firm's proposal will be evaluated and scored only on the information that is included in the Firm's proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

B. Evaluation Categories, Points, and Scoring

Each member on the Proposal Evaluation Committee will independently score each proposal and each Firm's initial score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Proposal Evaluation Committee divided by the number of Proposal Evaluation Committee members: initial score = sum total of points/number of committee members). The initial score will be calculated to two decimal places. Although the Proposal Evaluation Committee will independently score each proposal, the members reserve the right to discuss the RFP process and information in any proposal with other members.

The RFP contains nine (9) Evaluation Categories, as discussed in Section VIII.C., and the maximum number of points for each category is shown in the table below. There are 135 possible points.

EVALUATION CATEGORY	POINTS
Mandatory Requirements	Pass/Fail
Firm Personnel, Capacity, and Methodology	20
Relevant Experience and Past Performance	35
Labor Compliance/Skilled and Trained Workforce	10
Safety	10
Local Business Outreach and Participation	10
Exceptions to Pre-construction/LLB Agreements	15
Price* (Attachment 2)	35
MAXIMUM TOTAL SCORE	**135**

* To be Scored After Interviews	

C. Short List Interviews

After each Firm's initial score is calculated, the Proposal Evaluation Committee will determine the short list of Firms that will be invited to interview with the Proposal Evaluation Committee. The number of Firms to be interviewed shall be in the District's sole discretion. Firms invited to interview with the Proposal Evaluation Committee will be required to bring their fee proposal (Attachment 2) in a sealed envelope to the interview. The interview will consist of a presentation followed by a question and answer period. After the interview, the Proposal Evaluation Committee will add the points for the "Interview" Evaluation Category based on the information presented at the interviews and the Firm's performance to determine the Firm's total final score. If the Firm provides information during the Interview that differs from, or otherwise clarifies any information in the proposal submitted, the Proposal Evaluation Committee reserves the right to adjust any previous points given to the Firm in the appropriate Evaluation Category. Any adjustments in points will be a decrease and no increase in points will be given. Therefore, it is critical all Firms provide all required and detailed information in the Firm's proposal. The total final scores will be used to determine the Best Value Scores (as defined in Education Code section 17400). Best Value Score = sum total of points/number of committee members. A Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

X. GENERAL TERMS AND CONDITIONS

District Obligation
Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process. Firms will not be entitled to any payment or costs for any work or services without entering into a Construction Services Agreement and/or Lease-Leaseback Contract approved and ratified by the District's governing Board of Education.

Award of Contract
This RFP implies no obligation to award contracts to any Firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the Firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the District.

Approval to Start Work
The successful Firm may perform lease-leaseback services once a Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) has been fully executed and approved by the parties and the District's Board, and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for any costs or compensation for

work done, even in good faith, prior to approval of the agreements and purchase order issuance by the Governing Board of the District.

Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of public records and subject to disclosure under the California Public Records Act, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Firm. The selected Firm agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

Joint Ventures

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

Fingerprinting

Per the provisions of Education Code section 45125.1, the District has a zero tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. All assigned personnel shall comply with the fingerprinting clearance law prior to providing services at the school sites.

ATTACHMENT 1 – PRE-QUALIFICATION QUESTIONNAIRE

The Respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff and submit this with the proposal. Failure to comply with this requirement may cause rejection of the Respondent's qualifications. Additional sheets may be attached if necessary. "You" or "your" or "Respondent" as used herein refers to the Respondent and/or any of its owners, officers, directors, shareholders, parties, principals, or any qualifying individuals including any RME or RMO.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A - GENERAL INFORMATION

(1) Respondent name, address and contact information:

_____

_____

_____

_____

(2) Telephone:_____ Facsimile:_____

Email and Internet Addresses:_____

(3) Type of Respondent: (check one)

Individual _____ Partnership _____ Corporation _____

(4) Names and titles of all principals/officers of the Respondent:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:
_____

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____.

(a) If yes, give other name, address and certification or license number.

Name _____

Address _____

License No. (if any) _____

(7) How many years has Respondent been in business under its present business name?

_____

(8) How many years of experience does Respondent have providing similar services?

_____

(9) For how many public agencies has Respondent provided similar services?

_____

(10) Please list the public agencies, including any school districts that Respondent has provided similar services for:

_____

_____

_____

_____

(11) Please attach a short history of the Respondent including whether it is local, national, or international as well as approximate number of employees. Also provide the number of offices and locations.

(12) Identify lease-leaseback construction services performed for other school districts in accordance with parameters described above.

(13) Describe how Respondent has successfully provided lease-leaseback

construction services such as those described herein.

(14) Describe the unique or innovative lease-leaseback construction services utilized on previous projects.

SECTION B – LEGAL

(15) Have you or any of your principals been in any claim, litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

_____

_____

_____

_____

(16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

_____

_____

_____

_____

(17) Is Respondent, owners, and/or any principal or manager involved in or is Respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

_____

_____

_____

_____

(18) Is Respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

_____

_____

_____

_____

(20) Will Respondent comply with all District, local, state and federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(21) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D – CONFLICT OF INTEREST

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

_____

_____

_____

_____

SECTION E. Exceptions to Agreement Forms

The Firm is required to list any exceptions to terms in the Agreement Forms below.

_____

_____

_____

_____

_____

_____

_____

_____

_____

I certify and declare under penalty of perjury under the laws of the State of California that the information provided in the foregoing Firm Questionnaire is true and correct.

Executed this ____ day of _____, 20__, at _____,

State of _____

_____ _____

Company Name Signature

_____ _____

Title Print Name

ATTACHMENT 2 – FEE PROPOSAL

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE. This "Attachment 2" must be submitted in a separate, sealed envelope with your company name, proposal title, "Fee Proposal, Attachment 2", labeled on the outside of the envelope and brought to the interview. Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).

The Firm proposes the following fees:

1. The Construction fee should be expressed as a lump sum firm fixed price based on the construction budget, schedule, and descriptions in Sections II and V of this RFP, and the attached form Construction Services Agreement.

Construction Fee: [LUMP SUM] $_____

2. The lease-leaseback fee shall include the Firm's overhead, profit, and all other costs (excluding general conditions) that are necessary to fully complete the Project, and should be expressed as a percentage and shall be the same as the "Contractor's Fee" as set forth in Article 3 of the Construction Services Agreement in Attachment 4 to this RFP.

NOTE: Should the Firm try to revise the Contractor's Fee in the final Construction Services Agreement so that it exceeds the percentage below, the Firm agrees and acknowledges that the District has the right to deem the Firm's proposal non-responsive, cancel the Lease-Leaseback Contract without owing any fees or costs to the Firm, and award a contract to another contractor/Firm.

Lease-Leaseback Fee: _____% of construction budget.

3. The general conditions should be expressed as a monthly rate based on the construction budget, schedule, and description in Section II of the RFP. **Include a list of all general conditions the Firm requires for the Project and submit with this Attachment**. No other general conditions not provided with this Attachment shall be allowed in the Lease-Leaseback Contract.

General Conditions: $_____/month

4. Total Fee Proposal:

For purposes of scoring the fee proposals, the monthly fees will be multiplied by [no. of months] months to calculate the total fee for evaluation purposes and the total fee will be used to calculate the Best Value Score. The actual Lease-leaseback Fee and General Conditions price for the Firm awarded the contract will be based on the final construction budget and actual term of the Lease-Leaseback Contract.

1. Lease-leaseback Fee: ___ % x [construction budget] = _____

2. General Conditions: $_____/month x [no. of months] = _____

TOTAL PROPOSED FEE: [1+2] State the total proposed fee in both numbers and words:

$_____

Executed this ____ day of _____, 20____

_____ _____
Company Name Signature

_____ _____
Title Print Name

ATTACHMENT 3 — DESIGNATION OF SUBCONTRACTORS FORM

If the District has requested Firms designate subcontractors for specific scopes of work in Section VII of the RFP, the Firm must provide all information for the subscontractors requested below and submit this with the proposal. All other subcontractors shall be identified using this form after the Lease-Leaseback Contract has been awarded in accordance with Education Code section 17406(a)(4)(B).

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone	DIR Registration Number

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone	DIR Registration Number

Once submitted, Firms may not revise or amend any other information in this form submitted at the time of proposal are submitted. See Section VII of the RFP for information regarding the procurement of subcontractors not designated in the proposals.

Proper Name of Firm: _____

Date: _____

Name: _____

Signature of Firm Representative: _____

Address: _____

Phone: _____

_____

ATTACHMENT 4 – AGREEMENT/ CONTRACT FORMS

(*Insert Site Lease, Sublease, and Construction Services Agreement.*)

REQUEST FOR PROPOSALS FOR LEASE-LEASEBACK AND CONSTRUCTION SERVICES

NOTICE IF HEREBY GIVEN THAT THE BOARD OF TRUSTREES, PIONEER UNION ELEMENTARY SCHOOL DISTRICT, of the County of Butte, State of California will receive up to and no later than 2 p.m. March 10,2025 proposals for the award and contracts for the furnishing of al labor, materials, transportation and services required for (Increment 1) construction services for New Construction at Berry Creek Elementary pursuant to the Lease-Leaseback provisions of Education Code Section 17406. This is not a public works project subject to the competitive bidding requirements of the Public Contract Code. Such qualifications shall be received at the District Office of the Pioneer Union Elementary School District 286 Rockerfeller Rd., Berry Creek, CA 95916. The successful Contractors will be determined by the District based on demonstrated competence and professional qualifications necessary to provide the required services for the project.

Each statement must conform and be responsive to this invitation and the Request for Proposal. Copies of the Request for Proposal are on file and may be obtained at the District Office of the Pioneer Union Elementary School District, 286 Rockerfeller Rd., Berry Creek, CA. 95916, or at Dropbox. For further information email poxford@puesd.org.

If selected to advance to the project, the successful Contractors will be required to furnish a Performance Bond in the amount equal to one hundred percent (100%) of the contract price, said bonds are to be secured from an admitted surety company satisfactory to Pioneer Union Elementary School District.

It shall be mandatory upon the Contractors to whom a contract is awarded, and upon all subcontractors under him, to pay not less than the general prevailing rates of per diem wages to all workmen in the execution of the contract. Pursuant to the provisions of the California State Labor Code, and Local Laws thereto applicable, the said Board of Trustees has ascertained the prevailing rate of wages in the locality where this work is to be performed, for each craft and/or type of workman or mechanic needed to perform the work of this contract. General Prevailing Wage Rates shall be those rates pertaining to Butte County as published by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1

Copies of the Prevailing Wage Schedules may be obtained from the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA. 94142 (415) 703-4774 or online at www.dir.ca.gov/disr/pwd.

Agencies that contract with the District must certify that a criminal background check of their employment and/or subcontractors who will have contact with students has been conducted. Further, the agency must certify that these employees do not have a pending criminal proceeding for a felony or have been convicted of a felony as defined in Education Code Section 45122.1. The Certification Pursuant to Education Code Section 45125.1 must be filed with the District prior to the contracting agency beginning work.

Pursuant to the Public Contract Code Section 22300, at the request and expense of the Contractors, Contractors have the option to deposit securities as a substitute for retention earning being withheld by the School District. The parties agree that if Contractor(s) exercises this option, they will enter into the Escrow Agreement set forth in Public Contract Code Section 22300.

The School District has determined that these projects require a B license or other licensing as appropriate for the work described and the prime Contractors shall have this license or his/her statement will be rejected.

The Pioneer Union Elementary School District reserves the right to reject any and all statements and/or waive any irregularity in any statement received.

SILVA COST CONSULTING, INC.
1521 Corporate Way, Suite 210
Sacramento, CA 95831

P: 916.444.1130
F: 916.444.1131

Berry Creek ES

Berry Creek, CA

Conceptual Cost Estimate

March 31, 2023

Prepared for:
PBK Architects
1110 Iron Point Road, Suite 200
Folsom, CA 95630

SILVA COST CONSULTING, INC.
1521 Corporate Way, Suite 210
Sacramento, CA 95831

P: 916.444.1130
F: 916.444.1131

March 31, 2023

Max Medina
PBK Architects
1110 Iron Point Road, Suite 200
Folsom, CA 95630

Reference: **Berry Creek ES**

Subject: **Conceptual Cost Estimate**

Dear Max,

Thank you for the opportunity to provide you with this Cost Estimate for the above referenced project. The estimate is broken up into several sections as follows:

The narrative portion, which lists:
- The information used in preparing the estimate
- The estimate qualifications and assumptions
- The exclusions to the estimate

The estimate portion, which contains:
- The Project Summary (which summarizes the estimate items in the estimate)
  - The Estimate Summary (which summarizes the various sections for each item)
    - The Estimate Detail (which lists the line items and unit prices for the estimate)

Once again I would like to thank you for this opportunity to offer my services. Please review the attached estimate and comment. Feel free to call me at 916-444-1130 should you have any questions, comments or concerns. Thank you.

Sincerely,
SILVA COST CONSULTING, INC.

Javier Silva
Principal

ITEMS USED IN PREPARING THE ESTIMATE

Specifications:	None	
Other:	As built portable projects drawings	
Civil Drawings:	As built site plans	
Landscape Drawings:	None	
Architectural Drawings:	A1.01, A1.02, A1.03, A1.04, A1.05, A1.10, A1.11, A2.10, A2.20, A4.10, A5.10, and various as built drawings	
Structural Drawings:	As built structural drawings	
Mechanical Drawings:	As built mechanical drawings	
Plumbing Drawings:	As built plumbing drawings	
Electrical Drawings:	As built electrical drawings	

ESTIMATE QUALIFICATIONS

- The project is located in Berry Creek, CA.
- The estimate was priced using prevailing wage rates.
- We assume the project will be competitively bid with at least 4 contractors. If the delivery method changes, then this estimate is null and void.
- Start date of construction is assumed to be in the summer of 2023.
- Construction duration is assumed to be 14 months.
- The project will be done in one continuous phase.
- Work areas are to be un-occupied during construction.
- Work to be performed during normal business hours, 8 hours per day, 40 hours per week
- We include a design contingency of 10%.
- The estimate is escalated 7.56%, at a rate of 10% per year.
- Due to the nature of construction pricing this estimate is deemed to be accurate for a period of 90 days. After 90 days, please contact us to see if the estimate needs a pricing update.

ITEMS SPECIFICALLY EXCLUDED FROM THE ESTIMATE

- Fees for architectural, structural, civil, mechanical, electrical, or other design fees.
- Permit fees, or inspection fees.
- Utility hook up fees.
- Premiums for overtime work.
- Off-site work.
- Hazardous materials abatement.
- Demolition
- Masonry
- Special Construction
- Conveying
- Items not specifically shown in estimate.

PREFACE TO THE ESTIMATE

The estimate hereunder has been compiled from drawings and specifications (if available) believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers. If said drawings and specifications are incomplete, the project cost engineer has included those items as would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineer.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the estimate has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the estimate.

The estimate has also been adjusted for geographical location based on local material and labor rates as well as local construction practice.

Estimates based on a competitive bid situation, involving 4 or more bidders with 4 sub bids per trade, is considered a normalized estimate. Costs may increase or decrease significantly depending on the actual number of bidders. Use the following percentages as a guide:

1 bid	+15% to +40%
2-3 bids	+5% to +15%
4-5 bids	+5% to -5%
6-7 bids	-5% to -15%
7+ bids	-15% or more

PROJECT SUMMARY				
PROJECT:	Berry Creek ES		**DATE:**	3/31/2023
LEVEL:	Conceptual		**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects		**SCHEDULE:**	14 Months
ITEM NO.	**ITEM DESCRIPTION**	**AREA (SF)**	**ITEM COST**	**$/SF**
1	Sitework	435,313	7,963,927	18
2	Building A - Classrooms/Admin/Multi-Purpose	11,188	11,877,812	1,062
3	Building B - Residence	2,000	1,587,522	794
4	Site Structures - Portables, Bus Shelter, Etc.	9,140	884,479	97
	TOTAL CONSTRUCTION COST:		**22,313,740**	
ALT. NO.	**ALTERNATE DESCRIPTION**	**AREA (SF)**	**ALT COST**	**$/SF**
1				
2				
3				
	TOTAL ALTERNATES COST:			

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Sitework			**AREA (SF):**	435,313
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
1.0	**GENERAL CONDITIONS**		$/SF:	0.25	108,828
2.0	**SITE DEMOLITION**		$/SF:		
31.0	**EARTHWORK AND GRADING**		$/SF:	1.00	435,313
32.1	**AC PAVING AND PARKING**		$/SF:	2.88	1,255,424
32.2	**SITE CONCRETE**		$/SF:	1.57	684,170
32.3	**SITE METALS**		$/SF:	0.10	43,531
32.4	**LANDSCAPING AND IRRIGATION**		$/SF:	0.31	134,164
32.5	**FENCES AND GATES**		$/SF:	1.07	465,980
32.6	**PLAYGROUND EQUIPMENT & MARKINGS**		$/SF:	0.94	408,949
32.7	**SITE FURNISHINGS**		$/SF:	0.01	5,000
32.8	**SITE STRUCTURES**		$/SF:	0.89	388,877
33.1	**STORM DRAINAGE**		$/SF:		
33.2	**WATER DISTRIBUTION**		$/SF:	1.59	691,754
33.3	**SANITARY SEWERAGE**		$/SF:	0.57	250,000
33.4	**GAS DISTRIBUTION**		$/SF:	0.06	25,000
33.5	**SITE MECHANICAL PIPING**		$/SF:		
33.6	**SITE ELECTRICAL**		$/SF:	2.44	1,064,213
	SUBTOTAL				**5,961,205**
	GENERAL CONDITIONS			5.7%	341,645
	BONDS & INSURANCE			2.0%	126,057
	OVERHEAD AND PROFIT			4.7%	302,159
	DESIGN CONTINGENCY			10.0%	673,107
	ESCALATION			7.6%	559,755
	TOTAL CONSTRUCTION COST				**7,963,927**
				TOTAL $/SF:	**18.29**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Sitework			**AREA (SF):**	435,313
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
1.0	**GENERAL CONDITIONS**				
	Erosion control	435,313	sf	0.25	108,828
	Subtotal General Conditions		**$/SF:**	0.25	**108,828**
31.0	**EARTHWORK AND GRADING**				
	Site grading	435,313	sf	1.00	435,313
	Subtotal Earthwork And Grading		**$/SF:**	1.00	**435,313**
32.1	**AC PAVING AND PARKING**				
	AC paving, 3/8	40,587	sf	12.70	515,615
	AC paving, 2/6	19,515	sf	8.89	173,542
	AC paving, fire lane, 20' wide	25,620	sf	21.60	553,307
	Parking stalls	37	ea	96.55	3,572
	Parking stalls, ADA	3	ea	254.08	762
	Parking signs	3	ea	863.87	2,592
	Wheel stops	3	ea	190.56	572
	Diagonal striping	118	lf	5.08	600
	Paint curbs	100	lf	20.33	2,033
	Arrows	14	ea	63.52	889
	Lane striping	82	lf	5.08	417
	"STOP" markings	4	ea	381.12	1,524
	Subtotal Ac Paving And Parking		**$/SF:**	2.88	**1,255,424**
32.2	**SITE CONCRETE**				
	Concrete paving	20,810	sf	25.41	528,738
	Concrete curbs	1,100	lf	50.82	55,897
	Concrete curb cuts	361	sf	63.52	22,931
	Concrete driveway entries	1	ea	25,407.87	25,408
	Concrete ramp and stairs	403	sf	127.04	51,197
	Subtotal Site Concrete		**$/SF:**	1.57	**684,170**
32.3	**SITE METALS**				
	Site metals allowance, bollards, rails, etc.	1	ls	43,531.30	43,531
	Subtotal Site Metals		**$/SF:**	0.10	**43,531**
32.4	**LANDSCAPING AND IRRIGATION**				

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Sitework			**AREA (SF):**	435,313
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
	Landscaping and irrigation	33,541	sf	4.00	134,164
	Subtotal Landscaping And Irrigation		**$/SF:**	0.31	**134,164**
32.5	**FENCES AND GATES**				
	CL fencing	2,890	lf	152.45	440,572
	CL gate, pedestrian, 3' wide	10	ea	1,524.47	15,245
	CL gate, vehicular, 20' wide	1	ea	10,163.15	10,163
	Subtotal Fences And Gates		**$/SF:**	1.07	**465,980**
32.6	**PLAYGROUND EQUIPMENT & MARKINGS**				
	Playground equipment	1	ls	100,000.00	100,000
	Playground surfacing	10,434	sf	25.00	260,850
	Basketball courts, complete	2	ea	12,703.93	25,408
	Volleyball courts, complete	1	ea	3,175.98	3,176
	Playground striping	19,515	sf	1.00	19,515
	Subtotal Playground Equipment & Markings		**$/SF:**	0.94	**408,949**
32.7	**SITE FURNISHINGS**				
	Flag pole and footing	1	ea	5,000.00	5,000
	Subtotal Site Furnishings		**$/SF:**	0.01	**5,000**
32.8	**SITE STRUCTURES**				
	Equipment enclosure slab	3,411	sf	31.76	108,333
	Equipment enclosure footing	208	lf	248.43	51,674
	Equipment pads, 12"	372	sf	60.98	22,684
	Water tank foundation	647	sf	77.28	50,000
	CMU wall	1,568	sf	60.98	95,615
	10' wide double gates	4	ea	8,892.75	35,571
	Trash enclosure	1	ls	25,000.00	25,000
	Subtotal Site Structures		**$/SF:**	0.89	**388,877**
33.1	**STORM DRAINAGE**				
	Storm drainage allowance				non allowed
	Subtotal Storm Drainage		**$/SF:**		
33.2	**WATER DISTRIBUTION**				

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Sitework			**AREA (SF):**	435,313
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
	Water tank	1	ea	10,000.00	10,000
	Fire water service	1,125	lf	190.56	214,379
	Domestic water service	889	lf	127.04	112,938
	Pumps and accessories	1	ls	62,886.76	62,887
	Subtotal Water Distribution		**$/SF:**	1.59	**691,754**
33.3	**SANITARY SEWERAGE**				
	Septic system, complete	1	ls	141,014.21	141,014
	Sewer pipe and accessories	709	lf	153.72	108,986
	Subtotal Sanitary Sewerage		**$/SF:**	0.57	**250,000**
33.4	**GAS DISTRIBUTION**				
	Propane system for kitchen only	1	ls	25,000.00	25,000
	Subtotal Gas Distribution		**$/SF:**	0.06	**25,000**
33.6	**SITE ELECTRICAL**				
	Site Electrical				
	Feeder to transformer	100	lf	254.08	25,408
	Feeder to MSB, 1200a	100	lf	1,016.31	101,631
	Feeders to buildings	2,136	lf	190.56	407,034
	Pull boxes and accessories	1	ls	12,703.93	12,704
	Site Signal				
	Telecom feeder	2,136	lf	127.04	271,356
	Fire alarm feeder	2,136	lf	88.93	189,949
	Pull boxes and accessories	1	ls	46,130.53	46,131
	Site Lighting				
	Site lighting allowance	1	ls	10,000.00	10,000
	Emergency Power				
	Generator system, complete				by others
	Subtotal Site Electrical		**$/SF:**	2.44	**1,064,213**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building A - Classrooms/Admin/Multi-Purpose			**AREA (SF):**	11,188
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
1.0	**GENERAL CONDITIONS**		$/SF:		
2.0	**DEMOLITION**		$/SF:		
3.0	**CONCRETE**		$/SF:	67.34	753,359
4.0	**MASONRY**		$/SF:		
5.0	**METALS**		$/SF:	2.43	27,170
6.R	**ROUGH CARPENTRY**		$/SF:	242.52	2,713,278
6.F	**FINISH CARPENTRY**		$/SF:	13.13	146,908
7.0	**THERMAL & MOISTURE PROTECTION**		$/SF:	58.00	648,886
8.0	**OPENINGS**		$/SF:	38.93	435,532
9.0	**FINISHES**		$/SF:	107.33	1,200,791
10.0	**SPECIALTIES**		$/SF:	10.56	118,180
11.0	**EQUIPMENT**		$/SF:	20.47	229,057
12.0	**FURNISHINGS**		$/SF:	4.27	47,767
13.0	**SPECIAL CONSTRUCTION**		$/SF:		
14.0	**CONVEYING**		$/SF:		
21.0	**FIRE SUPPRESSION**		$/SF:	12.70	142,132
22.0	**PLUMBING**		$/SF:	58.46	654,078
23.0	**MECHANICAL**		$/SF:	75.00	839,100
26.0	**ELECTRICAL**		$/SF:	50.83	568,720
27.0	**COMMUNICATIONS**		$/SF:	15.00	167,820
28.0	**ELECTRONIC SAFETY & SECURITY**		$/SF:	17.70	198,072
	SUBTOTAL				**8,890,848**
	GENERAL CONDITIONS			5.7%	509,547
	BONDS & INSURANCE			2.0%	188,008
	OVERHEAD AND PROFIT			4.7%	450,655
	DESIGN CONTINGENCY			10.0%	1,003,906
	ESCALATION			7.6%	834,848
	TOTAL CONSTRUCTION COST				**11,877,812**
				TOTAL $/SF:	**1,061.66**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building A - Classrooms/Admin/Multi-Purpose			**AREA (SF):**	11,188
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
3.0	**CONCRETE**				
	Concrete slab on grade, 5"	11,188	sf	25.41	284,263
	Concrete footings	207	cy	1,524.47	316,101
	Concrete curbs, 6"	286	lf	50.82	14,554
	Concrete curbs, 12"	92	lf	101.63	9,324
	Can wash area	56	sf	63.52	3,557
	Additional seismic code upgrades - 20%	1	ls	125,559.84	125,560
	Subtotal Concrete		**$/SF:**	67.34	**753,359**
5.0	**METALS**				
	Foundation Plan				
	Steel columns	3,377	lbs	6.35	21,453
	Architectural Metal				
	Roof access ladder	1	ea	5,716.77	5,717
	Subtotal Metals		**$/SF:**	2.43	**27,170**
6.R	**ROUGH CARPENTRY**				
	Foundation Plan				
	Posts	27	ea	1,372.02	36,841
	Hold downs	22	ea	254.08	5,685
	Shear walls	5,035	sf	12.70	63,959
	Roof Framing Plan				
	2x roof framing at 24" o.c.	14,432	sf	40.65	586,698
	3x12 beam	69	lf	91.47	6,336
	4x14 beam	901	lf	142.28	128,135
	5 1/8 x 12 glb	16	lf	152.45	2,420
	5 1/8 x 16 1/2 glb	432	lf	209.61	90,452
	5 1/8 x 18 glb	740	lf	228.67	169,299
	5 1/8 x 21 glb	36	lf	266.78	9,626
	5 1/8 x 25 1/2 glb	46	lf	323.95	14,961
	6 3/4 x36 glb	253	lf	617.41	155,933
	6x10 beam	22	lf	152.45	3,300
	6x12 beam	320	lf	182.94	58,611
	6x6 beam	6	lf	91.47	528
	6x8 beam	114	lf	121.96	13,905
	8x8 beam	9	lf	162.61	1,408
	1/2" plywood sheathing	14,432	sf	7.62	110,006
	Soffit framing, 2x6 at 16" o.c., w/plywood sheathing	3,244	sf	53.10	172,264

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building A - Classrooms/Admin/Multi-Purpose			**AREA (SF):**	11,188
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
	Additional rough carpentry seismic code upgrades - 20%	1	ls	326,073.63	326,074
	Walls				
	Exterior wall framing and sheathing	10,965	sf	37.86	415,110
	Interior wall framing and sheathing	10,695	sf	30.24	323,367
	Mansard wall framing and sheathing	552	sf	33.26	18,359
	Subtotal Rough Carpentry		**$/SF:**	242.52	**2,713,278**
6.F	**FINISH CARPENTRY**				
	Classroom cabinets	26	lf	1,270.39	33,030
	Arts and crafts cabinets	15	lf	1,270.39	19,056
	Life science and cooking cabinets	43	lf	1,270.39	54,627
	Scullery cabinets	21	lf	762.24	16,007
	Faculty/clerk/nurse cabinets	26	lf	500.00	13,000
	Miscellaneous trim and finish carpentry	11,188	sf	1.00	11,188
	Subtotal Finish Carpentry		**$/SF:**	13.13	**146,908**
7.0	**THERMAL & MOISTURE PROTECTION**				
	Building wrap	11,517	sf	2.54	29,262
	Exterior wall insulation	10,965	sf	3.81	41,790
	Interior wall insulation	10,695	sf	3.18	33,967
	Roof insulation, batt	11,188	sf	5.08	56,853
	Fiber cement tile roofing	14,432	sf	25.41	366,686
	Gutters	325	lf	25.41	8,258
	Downspouts	10	ea	762.24	7,622
	Splash blocks	10	ea	127.04	1,270
	Flashing and counterflashing	14,432	lf	5.00	72,160
	Roof hatch	1	ea	2,591.60	2,592
	Sealants, safing and caulking	11,188	sf	2.54	28,426
	Subtotal Thermal & Moisture Protection		**$/SF:**	58.00	**648,886**
8.0	**OPENINGS**				
	Doors and Hardware				
	Exterior doors, frames and hardware	14	ea	8,892.75	124,499
	Interior doors, frames and hardware	23	ea	3,811.18	87,657
	Door louvers	4	ea	365.87	1,463
	Specialty Doors				
	Access doors	10	ea	365.87	3,659

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building A - Classrooms/Admin/Multi-Purpose			**AREA (SF):**	11,188
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
	Windows				
	Exterior windows	1,080	sf	190.56	205,804
	Interior windows	98	sf	127.04	12,450
	Subtotal Openings		**$/SF:**	38.93	**435,532**
9.0	**FINISHES**				
	Drywall Assemblies				
	Drywall to wood wall framing	32,355	sf	6.35	205,518
	Exterior Wall Finishes				
	Stucco	1,946	sf	20.33	39,555
	Hardi-siding, premium	9,571	sf	20.33	194,543
	Floor Finishes				
	Carpet	2,238	sf	10.16	22,741
	LVT	7,932	sf	10.80	85,657
	Sheet vinyl	425	sf	12.70	5,399
	Epoxy, troweled	593	sf	38.11	22,600
	Base Finishes				
	Rubber base	1,104	lf	7.62	8,415
	Ceramic tile base	250	lf	20.33	5,082
	Epoxy base	500	lf	19.06	9,528
	Wall Finishes				
	Paint drywall	3,040	sf	3.18	9,655
	Ceramic tile	2,000	sf	38.11	76,224
	FRP	4,000	sf	17.79	71,142
	Tackwall	2,000	sf	20.33	40,653
	Ceiling Finishes				
	Drywall ceilings, incl. framing, with glue on tiles	5,887	sf	31.76	186,970
	Drywall ceilings, incl. framing	5,301	sf	25.41	134,687
	Hardi soffit	3,244	sf	25.41	82,423
	Subtotal Finishes		**$/SF:**	107.33	**1,200,791**
10.0	**SPECIALTIES**				
	Markerboard	8	ea	2,540.79	20,326
	Tackboards	4	ea	2,540.79	10,163
	Toilet partitions, ADA, solid	2	ea	3,175.98	6,352
	Toilet partitions, solid	5	ea	2,540.79	12,704
	Urinal screen, solid	1	ea	2,032.63	2,033

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building A - Classrooms/Admin/Multi-Purpose			**AREA (SF):**	11,188
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
	Grab bar	5	ea	889.28	4,446
	Toilet paper dispenser	10	ea	508.16	5,082
	Seat cover dispenser	10	ea	508.16	5,082
	Mirrors	7	ea	762.24	5,336
	Soap dispenser	13	ea	190.56	2,477
	Paper towel dispenser	12	ea	508.16	6,098
	Lockers	4	ea	889.28	3,557
	Signage	11,188	sf	2.54	28,426
	Fire extinguishers	6	ea	1,016.31	6,098
	Subtotal Specialties		**$/SF:**	10.56	**118,180**
11.0	**EQUIPMENT**				
	Food service equipment	593	sf	250.00	148,250
	Walk in cooler/freezer	97	sf	317.60	30,807
	In wall tables	1	ls	50,000.00	50,000
	Subtotal Equipment		**$/SF:**	20.47	**229,057**
12.0	**FURNISHINGS**				
	Window coverings	1,080	sf	25.41	27,440
	Projector	4	ea	1,270.39	5,082
	Projector screen, manual	4	ea	3,811.18	15,245
	Subtotal Furnishings		**$/SF:**	4.27	**47,767**
21.0	**FIRE SUPPRESSION**				
	Wet pipe fire sprinkler system	11,188	sf	12.70	142,132
	Subtotal Fire Suppression		**$/SF:**	12.70	**142,132**
22.0	**PLUMBING**				
	Fixtures				
	Water closet	10	ea	3,175.98	31,760
	Lavatory	7	ea	2,540.79	17,786
	Urinal	3	ea	2,794.87	8,385
	Counter sink	6	ea	2,286.71	13,720
	Mop sink	2	ea	2,032.63	4,065
	Drinking fountain	1	ea	6,351.97	6,352
	Kitchen sinks	2	ea	3,811.18	7,622
	Rough in	31	ea	1,905.59	59,073
	Accessories				

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building A - Classrooms/Admin/Multi-Purpose			**AREA (SF):**	11,188
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
	Floor drains	6	ea	1,143.35	6,860
	Clean outs	6	ea	1,016.31	6,098
	Water hammer arrestor	6	ea	889.28	5,336
	Trap primer with access panel	6	ea	1,255.15	7,531
	Hose bibb	6	ea	889.28	5,336
	Water Heating				
	Water heater	1	ea	5,081.57	5,082
	Expansion tank	1	ea	4,446.38	4,446
	Circulating pump	1	ea	635.20	635
	Waste Piping				
	Waste pipe	775	lf	139.74	108,301
	Vent Piping				
	Vent pipe	775	lf	88.93	68,919
	Water Piping				
	Water piping	1,550	lf	127.04	196,911
	Valves and accessories	1	ls	50,030.89	50,031
	Condensate Drain Piping				
	Condensate drain piping, up to 1"	500	lf	63.52	31,760
	Pipe accessories	1	ls	8,069.50	8,069
	Subtotal Plumbing		**$/SF:**	58.46	**654,078**
23.0	**MECHANICAL**				
	Mechanical system allowance	11,188	sf	75.00	839,100
	Subtotal Mechanical		**$/SF:**	75.00	**839,100**
26.0	**ELECTRICAL**				
	Equipment and Feeders				
	Equipment allowance	11,188	sf	5.00	55,940
	PV	2,424	sf	50.00	121,200
	Power				
	Power allowance	11,188	sf	10.00	111,880
	Lighting				
	Lighting allowance	11,188	sf	25.00	279,700
	Subtotal Electrical		**$/SF:**	50.83	**568,720**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building A - Classrooms/Admin/Multi-Purpose			**AREA (SF):**	11,188
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
27.0	**COMMUNICATIONS**				
	Telecom				
	Telecom system allowance	11,188	sf	10.00	111,880
	Clock/Speaker				
	Clock/speaker allowance	11,188	sf	5.00	55,940
	Subtotal Communications		**$/SF:**	15.00	**167,820**
28.0	**ELECTRONIC SAFETY & SECURITY**				
	Fire Alarm				
	Fire alarm system	11,188	sf	12.70	142,132
	Security				
	Security system allowance	11,188	sf	5.00	55,940
	Subtotal Electronic Safety & Security		**$/SF:**	17.70	**198,072**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building B - Residence			**AREA (SF):**	2,000
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
1.0	**GENERAL CONDITIONS**		$/SF:		
2.0	**DEMOLITION**		$/SF:		
3.0	**CONCRETE**		$/SF:	54.96	109,925
4.0	**MASONRY**		$/SF:		
5.0	**METALS**		$/SF:		
6.R	**ROUGH CARPENTRY**		$/SF:	193.57	387,141
6.F	**FINISH CARPENTRY**		$/SF:	15.23	30,461
7.0	**THERMAL & MOISTURE PROTECTION**		$/SF:	63.40	126,794
8.0	**OPENINGS**		$/SF:	38.59	77,176
9.0	**FINISHES**		$/SF:	86.43	172,855
10.0	**SPECIALTIES**		$/SF:	2.50	5,000
11.0	**EQUIPMENT**		$/SF:	5.00	10,000
12.0	**FURNISHINGS**		$/SF:	3.37	6,733
13.0	**SPECIAL CONSTRUCTION**		$/SF:		
14.0	**CONVEYING**		$/SF:		
21.0	**FIRE SUPPRESSION**		$/SF:	12.70	25,408
22.0	**PLUMBING**		$/SF:	44.73	89,459
23.0	**MECHANICAL**		$/SF:	25.00	50,000
26.0	**ELECTRICAL**		$/SF:	37.68	75,350
27.0	**COMMUNICATIONS**		$/SF:	1.00	2,000
28.0	**ELECTRONIC SAFETY & SECURITY**		$/SF:	10.00	20,000
	SUBTOTAL				**1,188,301**
	GENERAL CONDITIONS			5.7%	68,103
	BONDS & INSURANCE			2.0%	25,128
	OVERHEAD AND PROFIT			4.7%	60,232
	DESIGN CONTINGENCY			10.0%	134,176
	ESCALATION			7.6%	111,581
	TOTAL CONSTRUCTION COST				**1,587,522**
				TOTAL $/SF:	**793.76**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building B - Residence			**AREA (SF):**	2,000
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
3.0	**CONCRETE**				
	Concrete slab on grade, 5"	2,000	sf	25.41	50,816
	Concrete footings	37	cy	1,524.47	56,507
	Concrete curbs, 6"	51	lf	50.82	2,602
	Subtotal Concrete		**$/SF:**	54.96	**109,925**
6.R	**ROUGH CARPENTRY**				
	Foundation Plan				
	Posts	5	ea	1,372.02	6,586
	Hold downs	4	ea	254.08	1,016
	Shear walls	900	sf	12.70	11,434
	Roof Framing Plan				
	Roof framing	2,794	sf	50.00	139,700
	1/2" plywood sheathing	2,794	sf	7.62	21,297
	Soffit framing, 2x6 at 16" o.c., w/plywood sheathing	794	sf	50.00	39,700
	Walls				
	Exterior wall framing and sheathing	2,304	sf	37.86	87,224
	Interior wall framing and sheathing	2,652	sf	30.24	80,184
	Subtotal Rough Carpentry		**$/SF:**	193.57	**387,141**
6.F	**FINISH CARPENTRY**				
	Kitchen cabinets	29	lf	1,000.00	29,000
	Closet shelving	23	lf	63.52	1,461
	Subtotal Finish Carpentry		**$/SF:**	15.23	**30,461**
7.0	**THERMAL & MOISTURE PROTECTION**				
	Building wrap	2,304	sf	2.54	5,854
	Exterior wall insulation	2,304	sf	3.81	8,781
	Interior wall insulation	2,652	sf	3.18	8,423
	Roof insulation, batt	2,000	sf	5.08	10,163
	Fiber cement tile roofing	2,794	sf	25.41	70,990
	Gutters	69	lf	25.41	1,753
	Downspouts	2	ea	762.24	1,524
	Splash blocks	2	ea	127.04	254
	Flashing and counterflashing	2,794	lf	5.00	13,970
	Sealants, safing and caulking	2,000	sf	2.54	5,082
	Subtotal Thermal & Moisture Protection		**$/SF:**	63.40	**126,794**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building B - Residence			**AREA (SF):**	2,000
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
8.0	**OPENINGS**				
	Doors and Hardware				
	Exterior doors, frames and hardware	2	ea	4,446.38	8,893
	Interior doors, frames and hardware	8	ea	1,905.59	15,245
	Closet doors	2	ea	1,270.39	2,541
	Windows				
	Exterior windows	265	sf	190.56	50,498
	Subtotal Openings		**$/SF:**	38.59	**77,176**
9.0	**FINISHES**				
	Drywall Assemblies				
	Drywall to wood wall framing	7,608	sf	6.35	48,326
	Exterior Wall Finishes				
	Hardi-siding, premium	2,304	sf	20.33	46,832
	Floor Finishes				
	Carpet	492	sf	10.16	5,000
	LVT	610	sf	10.80	6,587
	Ceramic tile	642	sf	38.11	24,468
	Base Finishes				
	Wall base	409	lf	7.62	3,118
	Ceramic tile base	225	lf	20.33	4,573
	Wall Finishes				
	Paint drywall	4,090	sf	3.18	12,990
	Ceiling Finishes				
	Drywall ceilings, incl. framing	2,000	sf	10.48	20,961
	Subtotal Finishes		**$/SF:**	86.43	**172,855**
10.0	**SPECIALTIES**				
	Accessories	1	ls	5,000.00	5,000
	Subtotal Specialties		**$/SF:**	2.50	**5,000**
11.0	**EQUIPMENT**				
	Appliances	1	ls	10,000.00	10,000

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building B - Residence			**AREA (SF):**	2,000
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
	Subtotal Equipment		**$/SF:**	5.00	**10,000**
12.0	**FURNISHINGS**				
	Window coverings	265	sf	25.41	6,733
	Subtotal Furnishings		**$/SF:**	3.37	**6,733**
21.0	**FIRE SUPPRESSION**				
	Wet pipe fire sprinkler system	2,000	sf	12.70	25,408
	Subtotal Fire Suppression		**$/SF:**	12.70	**25,408**
22.0	**PLUMBING**				
	Fixtures				
	Water closet	2	ea	3,175.98	6,352
	Lavatory	2	ea	2,540.79	5,082
	Shower	2	ea	5,081.57	10,163
	Kitchen sinks	1	ea	3,811.18	3,811
	Rough in	7	ea	1,905.59	13,339
	Accessories				
	Clean outs	3	ea	1,016.31	3,049
	Washer hook up	1	ea	500.00	500
	Hose bibb	2	ea	889.28	1,779
	Water Heating				
	Water heater	1	ea	5,081.57	5,082
	Waste Piping				
	Waste pipe	70	lf	139.74	9,782
	Vent Piping				
	Vent pipe	70	lf	88.93	6,225
	Water Piping				
	Water piping	140	lf	127.04	17,786
	Valves and accessories	1	ls	4,518.92	4,519
	Condensate Drain Piping				
	Condensate drain piping, up to 1"	25	lf	63.52	1,588
	Pipe accessories	1	ls	403.47	403
	Subtotal Plumbing		**$/SF:**	44.73	**89,459**

ESTIMATE DETAIL					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Building B - Residence			**AREA (SF):**	2,000
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
23.0	**MECHANICAL**				
	Mechanical system allowance	2,000	sf	25.00	50,000
	Subtotal Mechanical		**$/SF:**	25.00	**50,000**
26.0	**ELECTRICAL**				
	Equipment and Feeders				
	Equipment allowance	2,000	sf	5.00	10,000
	PV	507	sf	50.00	25,350
	Power				
	Power allowance	2,000	sf	10.00	20,000
	Lighting				
	Lighting allowance	2,000	sf	10.00	20,000
	Subtotal Electrical		**$/SF:**	37.68	**75,350**
27.0	**COMMUNICATIONS**				
	Telecom				
	Telecom system allowance	2,000	sf	1.00	2,000
	Subtotal Communications		**$/SF:**	1.00	**2,000**
28.0	**ELECTRONIC SAFETY & SECURITY**				
	Fire Alarm				
	Fire alarm system	2,000	sf	10.00	20,000
	Subtotal Electronic Safety & Security		**$/SF:**	10.00	**20,000**

ESTIMATE SUMMARY					
PROJECT:	Berry Creek ES			**DATE:**	3/31/2023
LEVEL:	Conceptual			**ESTIMATOR:**	Javier Silva
CLIENT:	PBK Architects			**SCHEDULE:**	14 Months
LOCATION:	Site Structures - Portables, Bus Shelter, Etc.			**AREA (SF):**	9,140
ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
3	**Site Structures**				
	Portable buildings - no foundation	5,780	sf	25.00	144,500
	Portable buildings - no foundation RR	495	sf	31.25	15,469
	Greenhouse	405	sf	50.00	20,250
	Bus Barn	2,460	sf	125.00	307,500
	Stem wall foundations	5,780	sf	30.16	174,337
	SUBTOTAL				**662,055**
	GENERAL CONDITIONS			5.7%	37,943
	BONDS & INSURANCE			2.0%	14,000
	OVERHEAD AND PROFIT			4.7%	33,558
	DESIGN CONTINGENCY			10.0%	74,756
	ESCALATION			7.6%	62,167
	TOTAL CONSTRUCTION COST				**884,479**
				TOTAL $/SF:	**96.77**

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

BID FORM

FOR

PIONEER UNION ELEMENTARY SCHOOL DISTRICT

BERRY CREEK ELEMENTARY SCHOOL – INCREMENT 2

TO: Pioneer Union Elementary School District, acting by and through its Governing Board, herein called "District".

The undersigned doing business under the firm name of:

CONTRACTOR NAME:	UNITED BUILDING CONTRACTORS, INC
ADDRESS:	P.O. BOX 6039
	CHICO CA 95927
TELEPHONE:	(530) 345-8455
FAX:	(530) 345-8885
EMAIL	JIMG@UNITEDBUILDINGCONTRACTORS.COM

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, applicable taxes, equipment, services, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BERRY CREEK ELEMENTARY SCHOOL – BUILDING A

Prepared by:

PBK
1110 Iron Point Road, Suite 200
Folsom, CA 95630

For the amount of Four Million Five Hundred Eighty Eight Thousand Eight Hundred Dollars ($4,588,800.00)

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within five (5) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:
UNITED BUILDING CONTRACTORS, INC
P.O BOX 6039 CHICO CA 95927

Our Public Liability and Property Damage Insurance is placed with:
HARTFORD FIRE INSURANCE COMPANY
7520 GREENBACK LANE, CITRUS HEIGHTS, CA 95610

Our Workers' Compensation Insurance is placed with:
SENTINEL INSURANCE COMPANY, LTD
7520 GREENBACK LANE, CITRUS HEIGHTS, CA 95610

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 3/5 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct:

Print or Type Name: JIM GILMORE

Title: PRESIDENT

Name of Company as Licensed: UNITED BUILDING CONTRACTORS INC

Business Address: P.O. BOX 6039 CHICO CA 95927

Telephone Number: 530-345-8455

California Contractor License No.: 679303

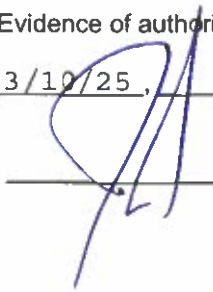
Class and Expiration Date: A/B/C20 EXP 9/30/26

Public Works Contractor Registration No. (if applicable): 1000001769

State of Incorporation, if Applicable: CALIFORNIA

(X) Evidence of authority to bind corporation is attached.

Dated: 3/10/25

Signed: 

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

BID SCHEDULE

BERRY CREEK SCHOOL – BUILDING A
PIONEER UNION ELEMENTARY SCHOOL DISTRICT

In the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Facilities and Strategic Planning Department of said District for amounts set forth herein.

1. **BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:**

Number	Number	Number	Number	Number	Number	Number	Number
01							

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

2. **Item A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:**

$ 4,588,800.00

Four Million Five Hundred Eighty Eight Thousand Eight Hundred DOLLARS
(in words – printed or typed)

UNIT

3. **ALTERNATE BIDS**: The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in the Specifications.

ADD/DEDUCT Ø Dollars ($ Ø) ADD/DEDUCT Ø Dollars

($ 0) ADD/DEDUCT 0 Dollars ($ 0)

4. **TIME FOR COMPLETION**: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

   In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

   If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

   It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

   In the form of a Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

    JIM GILMORE-PRESIDENT, UNITED BUILDING CONTRACTORS, INC

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co- partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. **PROTEST PROCEDURES**. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 679303

License Expiration Date: 9/30/26

Name on License: UNITED BUILDING CONTRACTORS, INC

Class of License: A/B/C20

DIR Registration Number: 1000001769

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. **DEBARMENT**. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

    a. Intentionally or with reckless disregard, violated any term of a contract with the District;

    b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

    c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

16. **DESIGNATION OF SUBCONTRACTORS.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

UNITED BUILDING CONTRACTORS, INC
Proper Name of Company

JIM GILMORE
Name of Bidder Representative

275 FAIRCHILD AVE
Street Address

CHICO CA 95973
City, State, and Zip

( ) 530-345-8455
Phone Number

( ) 530-345-8885
Fax Number

JIMG@UNITEDBUILDINGCONTRACTORS.COM
E-Mail

By: _____ Date: 3/10/25
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	*E-Mail & Telephone* *	*DIR Registration Number**
Concrete	Rock Creek	Chico, CA	883815	530-514-4868	1000038332
Casework	Table Mountain Cabinets	Chico, CA	853089	530-342-6398	1000012650
Doors	Western Doors	Chico, CA	836920	530-514-2641	1000018674
Glazing	Miller Glass	Chico, CA	424495	530343-7934	1000000885
FRP	Universal Plastics	Roseville, CA	390876	916-787-0541	1000001171
Drywall/ Metal Studs	Keith Brown Drywall	Wheatland, CA	616543	530633-2102	1000013543
Tile	A+ Tile	Loomis, CA	952360	916-240-1473	1000000858
Flooring	BT Mancini	Sacramento, CA	229210	916-381-3660	1000002989
Resinous Flooring	Concrete Resurfacing Systems	Rancho Cordova, CA	1133605	916-562-5847	1001154932
Acoustical walls/ceilings	Ceiling Experts	Roseville, CA	917629	844 468 2345	1000006305

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	*E-Mail & Telephone* *	*DIR Registration Number**
Toilet Accessories	American Sheet Metal	McClellan, CA	277769	916-564-6691	1000008490
Food Service	East Bay	Sacramento, CA	278101	916-440-0631	1000003464
Fire Sprinklers	Presidential	Sacramento, CA	847133	916-379-9199	1000003447
HVAC	River City Mechanical	Olivehurst, CA	1041448	916-770-7122	1000455002
Electrical	Stephens Electrical	Redding, CA	860647	530 222 8433	1000007621

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	*E-Mail & Telephone* *	*DIR Registration Number**

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: UNITED BUILDING CONTRACTORS, INC

Date: 3/10/25

Name: JIM GILMORE

Signature of Bidder Representativ

Address: P.O.BOX 6039 CHICO CA 95927

Phone: 530-345-8455

ATTACHMENT A

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Liberty Mutual Insurance Company (hereafter called "Surety"), are hereby held and firmly bound unto the PIONEER UNION ELEMENTARY SCHOOL DISTRICT (hereafter called "District") in the sum of Ten Percent of Total Amount bid ($ 10% of Total Amount Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 6th day of March, 20 25.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of the:

PIONEER UNION ELEMENTARY SCHOOL DISRICT
BERRY CREEK ELEMENTARY SCHOOL – BUILDING A

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

United Building Contractors, Inc.

By _____
Principal's Signature

(Corporate Seal)

James Gilmore
Typed or Printed Name

Principal
Principal's Title

By _____
Surety's Signature

(Corporate Seal)

Susan Fournier
Typed or Printed Name

Attorney-In-Fact
Title

(Attached Attorney in Fact Certificate)

Liberty Mutual Insurance Company
Surety's Name

175 Berkeley Street, Boston, MA 02116
Surety's Address

(617) 357-9500
Surety's Phone Number

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to: (Name and Address of Surety)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

(Name and Address of agent or representative for service of process in California if different from above)

AssuredPartners of California Insurance Services, LLC

3225 Monier Circle, Ste. 100

Rancho Cordova, CA 95742

(Telephone Number of Surety and agent or representative for service of process in California).

Surety Phone: (415) 537-2508

Agent Phone: (916) 737-5720

ACKNOWLEDGMENT

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 Sacramento)

On March 6, 2025 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Susan Fournier,
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.

TRACI E. NAKAGAKI
COMM. #2383122
Notary Public - California
Sacramento County
My Comm. Expires Nov. 15, 2025

Signature _____ **(Seal)**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205189-969366**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alexi Knudsen; John T Page; Ryan Tash; Susan Fournier

all of the city of Rancho Cordova state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: PIONEER UNION ELEMENTARY SCHOOL DISTRICT

RE: BERRY CREEK ELEMENTARY SCHOOL – BUILDING A

Construction Contract for Berry Creek Elementary School – BUILDING A

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

UNITED BUILDING CONTRACTORS, INC
Contracting Party

JIM GILMORE PRESIDENT
Name of Agent/Title

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) or you as a sole proprietorship will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee (if not a sole proprietorship), who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 3/10/25

Signature:

Name: JIM GILMORE

Title: PRESIDENT

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor, and no sole proprietor, who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: UNITED BUILDING CONTRACTORS, INC

Supervisor/Foreman Name: LANDON CALL

Start Date: 4/20/25

Completion Date: 9/30/25

Location of Work: BLDG A SITE

Hours of Work: 7-3:30

Length of Time on Grounds: 240 CD

Number of Employees on the Job: 40

Yes [X] No [ ] Employees or sole proprietor will have more than limited contact with students as determined by Owner, or if by Contractor, please explain:

_____

_____

If yes, the following steps will be taken to ensure student safety (check):

[X] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees (if not a sole proprietorship) will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] Owner agrees: Employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 3/10/25

_____
Signature
Typed Name: JIM GILMORE
Title: PRESIDENT

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self- insure and to pay any compensation that may become due to employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

(Signature)

JIM GILMORE
(Print)

3/10/25
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Pioneer Union Elementary School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Berry Creek Elementary School: Berry Creek Elementary School – Building A

DSA No.:

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above- referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following**:

☒ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately_____dollars ($_____), which represents approximately_____percent (%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: UNITED BUILDING CONTRACTORS, INC

Name: JIM GILMORE

Title: PRESIDENT

Signature: _____

Date: 3/10/25

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:

    a. The dangers of drug abuse in the workplace;
    b. The person's or organization's policy of maintaining a drug-free workplace;
    c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations;

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Pioneer Union Elementary School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Contractor Signature _____ Date: 3/10/25

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Contractor Signature

Date: 3/10/25

PBK Architects
Project No. 220042

Berry Creek Elementary School – Increment 2
Pioneer Union Elementary School District

NON-COLLUSION DECLARATION

The undersigned declares:

I am the PRESIDENT [Title] of UNITED BUILDING CONTRACTORS [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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 3/10/25

CHICO [City], CA [State].

Signed: _____

Typed Name: JIM GILMORE

Balfour Beatty

Berry Creek Elementary School
Pioneer Union School District (Butte County)

DSA Approved Plans
March 24, 2023
PBK

Neil Reilly
951.805.5027
nreilly@balfourbeattyus.com



ATTACHMENT A

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Balfour Beatty

Project Description

Increment 1 and Increment 2 construction of the site and 2 new buildings.

Basis of Estimate

DSA Approved plans and specifications, Inc. 1 dated 3/16/2023 and Inc. 2 dated 3/6/2023

Project Start Date

5-1-2023 (Estimated)

Project Duration

10 Months

Balfour Beatty

Assumptions / Clarifications:

- Estimate is based on DSA Approved plans for Increment 1 and 2, site and new buildings.
- Project is assumed to start construction in late spring/early summer 2023.
- Any ADA requirements for the project are assumed incorporated in the Contract Documents.
- Any rock and/or boulders encountered during utility trenching and elevator drilling, which cannot be productively moved with the affected trade's onsite equipment are subject to Change Order.
- The estimate assumes that this phase of work can accommodate on-site parking or adjacent street parking within 1,000 feet.
- The estimate includes trade contractor bonds and insurances as required by the Owner.
- Allowance amounts provided include all work, bonds, insurances and general conditions.
- Increment 1 is the sitework.
- Increment 2 is the buildings.

Exclusions:

- Providing or moving of any Owner FF & E.
- Removal and/or relocation of any unforeseen underground obstructions and utilities.
- Costs of permanent power usage.
- Handling and/or removal of any hazardous materials.
- Repairs to damaged utilities or equipment not plotted or incorrectly plotted on construction plans.
- Costs for delays due to extreme weather conditions.
- Dewatering.
- Lime Treatment per 31 32 00, 3.4
- Bus Barn

Balfour Beatty

Summary

System	Area	Cost	Cost / Area
Increment 1	145,000 SF	$3,821,466.96	$26.35
Increment 2	17,010 SF	$15,236,683.96	$895.75
Subtotal Direct Cost		**$19,058,150.92**	
Indirect Costs			
General Conditions (10 mth)	LSUM	$950,000.00	
General Requirements	2.00%	$381,163.02	
General Contractor Bond	1.00%	$229,362.94	
General Contractor GL Ins.	1.20%	$275,235.53	
Builders Risk Ins.	1.00%	$229,362.94	
General Contractor Fee	3.75%	$860,111.02	
Construction Contingency	5.00%	$952,907.55	
Subtotal Indirect Costs		**$3,878,142.99**	
Project Total		**$22,936,293.91**	

Balfour Beatty

Building Summary

Increment 1	Cost
01 GENERAL REQUIREMENTS	$75,000
02 EXISTING CONDITIONS	$376,613
04 MASONRY	$111,000
10 SPECIALTIES	$28,000
11 EQUIPMENT	$36,000
26 ELECTRICAL	$227,500
31 EARTHWORK	$410,545
32 EXTERIOR IMPROVEMENTS	$1,670,503
33 UTILITIES	$886,306
TOTAL Increment 1	$3,821,467

Increment 2	Cost
03 CONCRETE	$771,649
05 METALS	$10,000
06 WOOD, PLASTICS, & COMPOSITES	$391,837
07 THERMAL & MOISTURE PROTECTION	$71,881
08 OPENINGS	$656,080
09 FINISHES	$1,552,070
10 SPECIALTIES	$72,690
11 EQUIPMENT	$471,850
12 FURNISHINGS	$74,192
13 SPECIAL CONSTRUCTION	$7,348,329
21 FIRE SUPPRESSION	$96,107
22 PLUMBING	$1,023,500
23 HEATING, VENTILATING, & AIR CONDITIONING (HVAC)	$930,000
26 ELECTRICAL	$1,766,500
TOTAL Increment 2	$15,236,684

DETAILED COST: Increment 1

	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST
01 GENERAL REQUIREMENTS					
010000 General Requirements					
1	SURVEY	1.00	LSUM	$75,000.00	$75,000
SUBTOTAL 01 GENERAL REQUIREMENTS					$75,000
02 EXISTING CONDITIONS					
024130 Site Demolition					
2	SITE DEMOLITION	1.00	LSUM	$376,613.00	$376,613
SUBTOTAL 02 EXISTING CONDITIONS					$376,613
04 MASONRY					
042200 Concrete Unit Masonry (CMU)					
3	CMU, BALL WALL	1.00	LSUM	$6,000.00	$6,000
4	CMU, UTILITY YARD	1.00	LSUM	$105,000.00	$105,000
SUBTOTAL 04 MASONRY					$111,000
10 SPECIALTIES					
101400 Signage					
5	EXTERIOR ELECTRONIC MESSAGE SIGN	1.00	EACH	$16,000.00	$16,000
107500 Flagpoles					
6	FLAGPOLE, GROUND-MOUNTED	1.00	EACH	$12,000.00	$12,000
SUBTOTAL 10 SPECIALTIES					$28,000
11 EQUIPMENT					
116800 Play Field Equipment & Structures					
7	BASKETBALL GOALS, VOLLEYBALL, TETHERBALL, INSTALL ONLY	8.00	EACH	$4,500.00	$36,000
SUBTOTAL 11 EQUIPMENT					$36,000

DETAILED COST: Increment 1 [CONTINUED]

	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST
26 ELECTRICAL					
260000	**Electrical**				
8	ELECTRICAL - SITE	1.00	LSUM	$227,500.00	$227,500
SUBTOTAL 26 ELECTRICAL					$227,500
31 EARTHWORK					
312200	**Grading**				
9	GRADING	1.00	LSUM	$360,545.00	$360,545
312500	**Erosion & Sedimentation Controls**				
10	SWPPP	1.00	LSUM	$50,000.00	$50,000
SUBTOTAL 31 EARTHWORK					$410,545
32 EXTERIOR IMPROVEMENTS					
321200	**Flexible Asphalt Paving**				
11	ASPHALT PAVING	1.00	LSUM	$405,439.00	$405,439
321300	**Rigid Concrete Paving / Sidewalks**				
12	SITE CONCRETE	1.00	LSUM	$418,242.00	$418,242
13	CONCRETE PAVING, EXPANSION JOINT SEALANT	1.00	LSUM	$25,000.00	$25,000
14	MISC. SITE CONCRETE FOOTINGS, BB, TB, VB	8.00	EACH	$1,800.00	$14,400
15	SITE, CONCRETE POLE BASES	20.00	EACH	$2,200.00	$44,000
321700	**Paving Specialties, Bumpers & Markings**				
16	PAVEMENT MARKING, PLAYGROUND	1.00	LSUM	$7,000.00	$7,000
17	PAVEMENT MARKING/SIGNAGE, PARKING	1.00	LSUM	$7,000.00	$7,000
321800	**Athletic & Recreational Surfacing**				
18	SYNTHETIC PLAYGROUND SURFACING	1.00	LSUM	$248,198.00	$248,198
323100	**Fences & Gates**				
19	CHAINLINK FENCE 6' HIGH	1,035.79	LNFT	$125.00	$129,474
20	CHAINLINK GATE, SINGLE 3' X 6'	4.00	EACH	$3,500.00	$14,000
21	CHAINLINK GATE, PAIR	2.00	EACH	$6,000.00	$12,000
22	STEEL GATE, UTILITY YARD	4.00	EACH	$10,000.00	$40,000
323300	**Site Furnishings**				
23	BENCH, ALLOWANCE	4.00	EACH	$4,500.00	$18,000
24	TRASH RECEPTACLE, ALLOWANCE	5.00	EACH	$2,500.00	$12,500
329300	**Plants**				
25	LANDSCAPE	1.00	LSUM	$275,250.00	$275,250
SUBTOTAL 32 EXTERIOR IMPROVEMENTS					$1,670,503

DETAILED COST: Increment 1 [CONTINUED]

	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST
33 UTILITIES					
331400	**Water Utilities**				
26	DOMESTIC WATER	1.00	LSUM	$117,561.00	$117,561
27	DOMESTIC WATER WELL ALLOWANCE	1.00	LSUM	$50,000.00	$50,000
331450	**Fire Main Water Utilities**				
28	FIRE WATER	1.00	LSUM	$158,685.00	$158,685
333000	**Sanitary Sewerage Utilities**				
29	SANITARY SEWER	1.00	LSUM	$314,060.00	$314,060
334000	**Stormwater Utilities**				
30	STORM SEWER	1.00	LSUM	$246,000.00	$246,000
SUBTOTAL 33 UTILITIES					$886,306
TOTAL Increment 1					**$3,821,467**

DETAILED COST: Increment 2

	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST
03 CONCRETE					
030500	**Concrete Complete Components (Turnkey)**				
31	CONCRETE	1.00	LSUM	$771,649.00	$771,649
SUBTOTAL 03 CONCRETE					$771,649
05 METALS					
055000	**Metal Fabrications**				
32	MISC. METAL FABRICATIONS	1.00	LSUM	$10,000.00	$10,000
SUBTOTAL 05 METALS					$10,000
06 WOOD, PLASTICS, & COMPOSITES					
064100	**Architectural Wood Casework**				
33	PLASTIC LAMINATE CASEWORK	1.00	LSUM	$240,000.00	$240,000
066100	**Solid-Surfacing / Simulated-Stone Fabrications**				
34	SOLID-SURFACING COUNTER TOP	1.00	ALLW	$25,000.00	$25,000
068300	**Composite / Fiber Reinforced Plastic Paneling**				
35	FRL WALL PANELS	6,811.64	SQFT	$15.00	$102,175
36	FRP (FIBERGLASS-REINFORCED PLASTIC) WALL PANELS	1,934.30	SQFT	$12.75	$24,662
SUBTOTAL 06 WOOD, PLASTICS, & COMPOSITES					$391,837
07 THERMAL & MOISTURE PROTECTION					
072100	**Thermal Insulation**				
37	THERMAL INSULATION	17,010.00	GSF	$2.40	$40,824
078400	**Firestopping**				
38	FIRESTOPPING	17,010.00	GSF	$0.35	$5,954
079200	**Joint Sealants**				
39	JOINT SEALANTS	17,010.00	GSF	$0.30	$5,103
079500	**Expansion Control**				
40	EXPANSION JOINT COVER, ROOF/WALL	1.00	LSUM	$20,000.00	$20,000
SUBTOTAL 07 THERMAL & MOISTURE PROTECTION					$71,881

DETAILED COST: Increment 2 [CONTINUED]

	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST
08 OPENINGS					
081100	**Metal Doors & Frames**				
41	HOLLOW METAL DOOR / FRAME / HARDWARE, SINGLE	28.00	EACH	$5,300.00	$148,400
42	DOOR FRAME, ADD FOR SIDELITE/TRANSOM LITE	171.00	SQFT	$150.00	$25,650
081400	**Wood Doors**				
43	SCW VENEER DOOR / HM FRAME / HARDWARE, SINGLE	16.00	EACH	$4,900.00	$78,400
083300	**Coiling Doors & Grilles**				
44	OVERHEAD COILING DOOR	1.00	EACH	$18,000.00	$18,000
45	OVERHEAD COILING DOOR, GLASS SECTIONAL	5.00	EACH	$20,000.00	$100,000
46	OVERHEAD COILING COUNTER DOOR / SHUTTER	1.00	EACH	$7,500.00	$7,500
084200	**Entrances / Glass Doors**				
47	MANUAL SWINGING ALUMINUM / GLASS DOOR, EXTERIOR, SINGLE, GLAZING ONLY	4.00	EACH	$1,000.00	$4,000
48	MANUAL SWINGING ALUMINUM / GLASS DOOR, EXTERIOR, DOUBLE, GLAZING ONLY	2.00	EACH	$2,000.00	$4,000
084300	**Storefronts**				
49	EXTERIOR STOREFRONT, GLAZING ONLY	1,982.00	SQFT	$95.00	$188,290
50	INTERIOR STOREFRONT	350.00	SQFT	$130.00	$45,500
087100	**Door Hardware**				
51	DOOR HARDWARE, PANIC	10.00	Leaf	$2,200.00	$22,000
52	DOOR HARDWARE, SPECIAL, SLIDING	2.00	EACH	$1,500.00	$3,000
088100	**Glass Glazing**				
53	GLASS IN HM/WD DOOR, HALF OR FULL LITE	126.00	SQFT	$90.00	$11,340
SUBTOTAL 08 OPENINGS					$656,080
09 FINISHES					
092900	**Gypsum Board**				
54	METAL STUD FRAMING & DRYWALL	1.00	LSUM	$1,000,000.00	$1,000,000
093000	**Tile**				
55	TILE	1.00	LSUM	$10,000.00	$10,000
095100	**Acoustical Ceilings**				
56	ACOUSTICAL CEILINGS & WALL	1.00	LSUM	$137,485.00	$137,485
096500	**Resilient Flooring**				
57	FLOORING, LVT BASE, CARPET, RESINOUS, MULTI-PURPOSE, WALK OFF	1.00	LSUM	$260,000.00	$260,000
099100	**Painting**				
58	PAINT	17,010.00	GSF	$8.50	$144,585
SUBTOTAL 09 FINISHES					$1,552,070

DETAILED COST: Increment 2 [CONTINUED]

	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST
10 SPECIALTIES					
101100	**Visual Display Units**				
59	MARKERBOARD, SLIDE UNIT AT TEACHING WALL, 4' H	320.00	SQFT	$47.00	$15,040
101400	**Signage**				
60	INTERIOR SIGNAGE & GRAPHIC ALLOWANCE	1.00	ALLW	$25,000.00	$25,000
102113	**Toilet & Shower Compartments**				
61	TOILET COMPARTMENT, FLOOR-MOUNTED, PLASTIC LAMINATE	5.00	EACH	$1,800.00	$9,000
102600	**Wall & Door Protection**				
62	CORNER GUARD, STAINLESS STEEL	1.00	ALLW	$5,000.00	$5,000
102800	**Toilet, Bath, & Laundry Accessories**				
63	TOILET & BATH ACCESSORIES (PER TOILET STALL)	11.00	EACH	$750.00	$8,250
104400	**Fire Protection Specialties**				
64	FIRE EXTINGUISHER	12.00	EACH	$550.00	$6,600
105100	**Lockers**				
65	LOCKER, METAL, DOUBLE TIER	4.00	OPNG	$950.00	$3,800
SUBTOTAL 10 SPECIALTIES					$72,690
11 EQUIPMENT					
114000	**Foodservice Equipment**				
66	FOODSERVICE EQUIPMENT	1.00	LSUM	$451,000.00	$451,000
115200	**Audio-Visual Equipment**				
67	PROJECTION SCREEN, MANUALLY OPERATED, LARGE	1.00	EACH	$10,000.00	$10,000
68	PROJECTION SCREEN, ADD ELECTRIC OPERATED	1.00	EACH	$1,500.00	$1,500
69	PROJECTOR MOUNT	1.00	EACH	$850.00	$850
116800	**Play Field Equipment & Structures**				
70	BASKETBALL GOALS, WALL MOUNTED, SWING-UP	1.00	EACH	$7,500.00	$7,500
71	BASKETBALL GOALS, FOR ELECTRICALLY OPERATED, ADD	1.00	EACH	$1,000.00	$1,000
SUBTOTAL 11 EQUIPMENT					$471,850
12 FURNISHINGS					
122000	**Window Treatments**				
72	ROLLER SHADES	1.00	LSUM	$44,192.00	$44,192
126000	**Multiple Seating**				
73	LUNCH TABLES, SEATS 8 EACH (ASSUME 120 STUDENTS)	1.00	ALLW	$30,000.00	$30,000
SUBTOTAL 12 FURNISHINGS					$74,192

DETAILED COST: Increment 2 [CONTINUED]

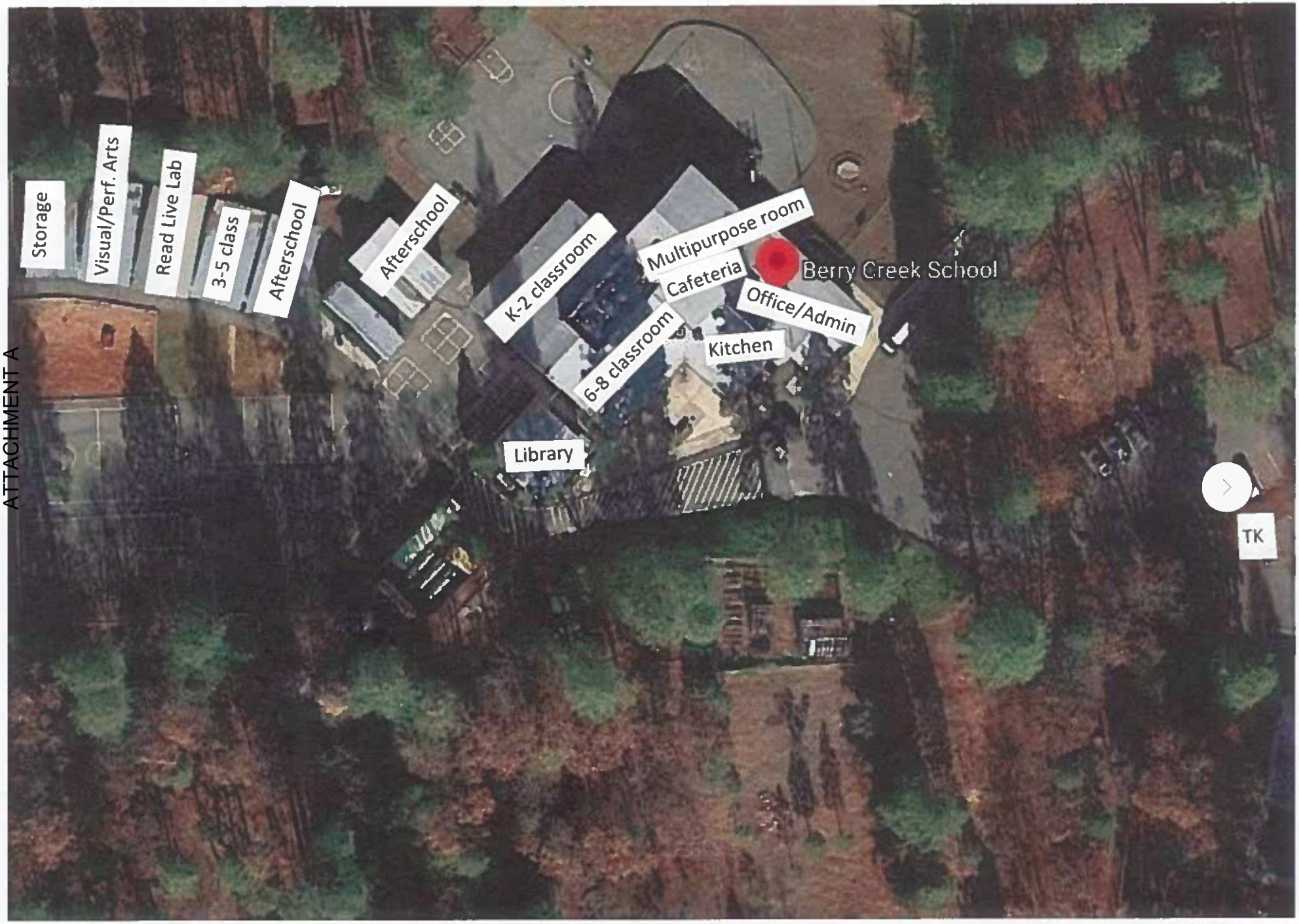
	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST
13 SPECIAL CONSTRUCTION					
133400	**Fabricated Engineered Structures / Metal Buildings**				
74	PRE-ENGINEEDED METAL BUILDINGS, INC DECK, ROOF/SIDING/WINDOW FRAMES	1.00	LSUM	$7,348,329.00	$7,348,329
SUBTOTAL 13 SPECIAL CONSTRUCTION					$7,348,329
21 FIRE SUPPRESSION					
210000	**Fire Suppression**				
75	FIRE SUPPRESSION - BUILDING	17,010.00	GSF	$5.65	$96,107
SUBTOTAL 21 FIRE SUPPRESSION					$96,107
22 PLUMBING					
220000	**Plumbing**				
76	PLUMBING - BUILDING	1.00	LSUM	$1,023,500.00	$1,023,500
SUBTOTAL 22 PLUMBING					$1,023,500
23 HEATING, VENTILATING, & AIR CONDITIONING (HVAC)					
230000	**HVAC (Heating, Ventilating, Air Conditioning)**				
77	HVAC - BUILDING	1.00	LSUM	$930,000.00	$930,000
SUBTOTAL 23 HEATING, VENTILATING, & AIR CONDITIONING (HVAC)					$930,000
26 ELECTRICAL					
260000	**Electrical**				
78	ELECTRICAL - BUILDING, INCUDING DIV. 27 & 28	1.00	LSUM	$1,766,500.00	$1,766,500
SUBTOTAL 26 ELECTRICAL					$1,766,500
TOTAL Increment 2					**$15,236,684**

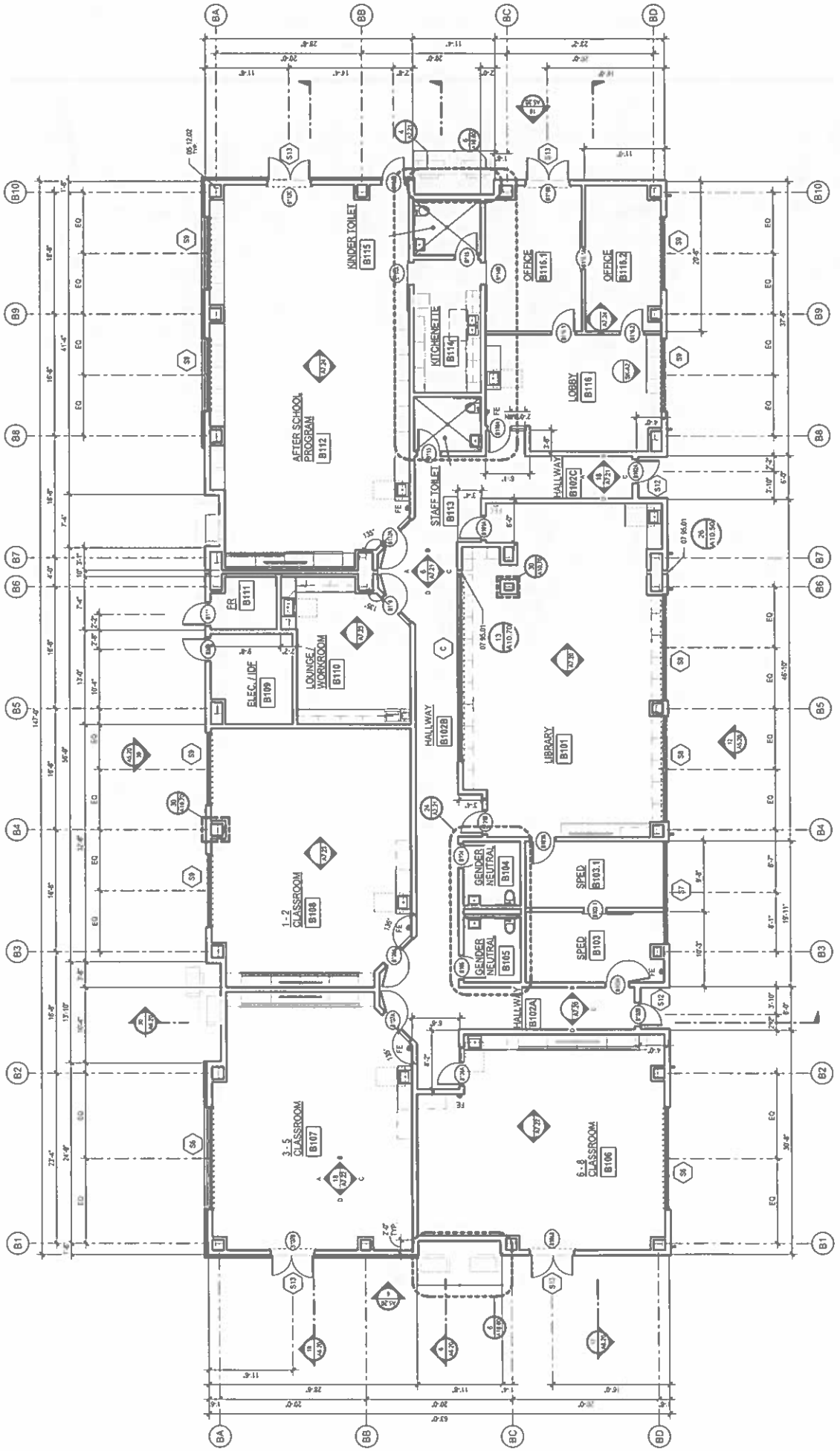
Berry Creek Aerial.jpg

Edit Share

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ATTACHMENT A




KINDER TOILET B115
OFFICE B116.1
OFFICE B116.2
KITCHENETTE B114
LOBBY B116
AFTER SCHOOL PROGRAM B112
HALLWAY B102C
STAFF TOILET B113
ER B111
LOUNGE/ WORKROOM B110
ELEC./JDF B109
HALLWAY B102B
LIBRARY B101
1-2 CLASSROOM B108
GENDER NEUTRAL B104
SPED B103.1
GENDER NEUTRAL B105
SPED B103
HALLWAY B102A
3-5 CLASSROOM B107
6-8 CLASSROOM B106

BUILDING B

ATTACHMENT B

AUTHORITY

Education Code Section 17075.20: Hardship Application.

(a) Notwithstanding any other law, the board may provide assistance under this chapter for purposes of procuring interim housing, including, but not limited to, the leasing or acquisition of portable classrooms and any work associated with placing them on a site, to school districts and county offices of education impacted by a natural disaster for which the Governor has declared a state of emergency. The allocated funds shall supplement funding from insurance or any other local, state, or federal government disaster assistance.

(b) For purposes of this section, and notwithstanding any other section of this chapter, school districts and county offices of education determined by the board to be impacted by a natural disaster as described in subdivision (a) are deemed to meet the requirements set forth in Section 17075.10.

(c) Notwithstanding any other law, a school district or county office of education that receives assistance under this section shall be entitled to retain savings from a project and use those savings for other high-priority capital outlay purposes consistent with the requirements of subdivision (c) of Section 17070.63.

(d) (1) A grant provided pursuant to this section shall not affect the applicant's eligibility for any other program under this chapter.

(2) Notwithstanding paragraph (1), a portable classroom purchased pursuant to subdivision (a) shall be included in the determination of eligibility for new construction funding pursuant to Section 17071.75.

(e) The board may provide any other assistance to a school district or county office of education determined by the board to be impacted by a natural disaster as described in subdivision (a).

School Facility Program (SFP) Regulation Section 1859.2 states, in part:

""General Site Development" means on-site hard surfaced areas for foot traffic, driveways, walks, parking, curbs and gutters; outdoor instructional play facilities such as turfed or paved play areas, permanent playground equipment, outdoor places of assembly, tennis/handball courts, running tracks and baseball, football and soccer fields; applicable landscaping of building frontages and outdoor facilities noted above."

SFP Regulation Section 1859.76. New Construction Additional Grant for Site Development Costs.

In addition to any other funding authorized by these Regulations, the Board shall provide funding equal to 50 percent of the following approved site development and applicable design costs:

(a) Service site development cost, within school property lines for:

(1) Site clearance including the removal of trees, brush, and debris.

(2) Demolition and removal of existing buildings and site improvements which lie in the footprint of a proposed building or proposed site development.

(3) Removal and rerouting of existing utility service which lie in the footprint of a proposed building or proposed site development.

(4) Rough grading including cut and fill, and leveling and terracing operations required in the design of the project.

(5) Soil compaction adhering to common engineering practices and engineered

fill that is required by a soils report that is available for review by the OPSC.
(6) On-site drainage facilities including inlets below grade drainage facilities and retention basins.
(7) Erosion control improvements such as plant material, temporary sprinkler systems, jute mesh and straw, due to embankments having a slope of at least two to one and a vertical height greater than six feet.
(8) Outside stairways, handicap ramps and retaining walls due to embankments having a slope of at least two to one and a vertical height greater than six feet.
(9) Relocation of existing portable buildings which lie in the footprint of a proposed building or proposed site development including the cost for set-up and utilities if the portable will be relocated on the same site. If the portable will be moved to another site, only the costs to move the portable to the new location.
(10) Fire code requirements on site that are not a part of the building.
(11) Funding for parking structures on a new construction project when all the following have been met:
(A) The new construction project will be located on site acreage that is less than 50 percent of the site size recommended by the CDE for the master planned project capacity.
(B) The number of parking stalls to be funded does not exceed 2.25 for each classroom constructed in an elementary or middle school project.
(C) The number of parking stalls to be funded does not exceed six for each high school classroom constructed in a high school project that will serve 9-12 pupils.
(D) The state grant does not exceed $7,500 per parking stall. The amount shown shall be adjusted annually in the manner prescribed in Section 1859.71.
(E) The parking structure is any of the following:
1. It is multilevel and has at least two floors of parking space.
2. It is single level with site development above the single level parking space.
3. It is single level that is subterranean or below ground level with site development above the single level parking space.
4. It is single level with buildings above the single level parking space.
(12) Removal and relocation of portable classrooms on a site eligible for replacement funding pursuant to Section 1859.82.1 or 1859.82.2 that are available for housing pupils pursuant to Section 1859.35(a).
(b) Off-site development cost on up to two immediately adjacent sides of the site, for the following:
(1) Curbs, gutters and paving of streets not to exceed one-half the mandated local street code requirements. When the existing streets are to be widened inward toward the property line from the existing face of the curb, all new street improvements lying within the one-half of mandated street width adjacent to the project.
(2) Sidewalks mandated by local ordinances.
(3) Street lighting, planting areas, street signs, traffic signals, trees or other costs mandated by local ordinances.
(4) City and/or county or special district fees pursuant to active ordinances.
(5) Reasonable cost for storm drains to point of connection.
(6) Funding for safety paths for pedestrian use beyond two immediately adjacent sides of the site necessary for a safe route to the new school site when the following conditions are met:
(A) The school district governing board has made a finding at a public hearing that pedestrian safety concerns require improvements in the form of safety paths

to provide access to the school site, and the Department of Education concurs with that finding.
(B) The improvements are limited to the work necessary to install concrete, asphalt, gravel or other paving necessary to provide the safe paths.
(C) The state grant does not exceed $50,000.
(D) The improvements do not include any cost for the acquisition of land, easements or other rights-of-way.
(E) The SAB has determined that development of additional pedestrian paths is reasonable.
(c) Utility service costs associated with the CDE approved site size that are necessary to serve the master planned capacity of the site as follows:
(1) Water: Installation of water supply line(s) and connection fees from the utility company connection to the meter, meters not provided by the serving utility, or installation of a domestic water system (i.e. well, pump, tank).
(2) Sewage: Installation of main sewage disposal line from the utility company connection to the first building lateral and if applicable, connection fees. Installation of a sewage treatment/disposal system and a main disposal line from the treatment system to the nearest building lateral of the collection system.
(3) Gas: Installation of main supply line and connection fees from utility company to meter and connection fee if applicable. Installation of meters not provided by the utility. Connection of a liquefied petroleum system (and tank) from the main supply line to the first building lateral.
(4) Electric: Installation of service from the utility to the building switchboard. Primary electric service runs from the utility company's point of connection to the transformer. Secondary electric service runs from the transformer to the switchboard. Connection fee, transformer pads and protective devices.
(5) Communication systems: Installation of service from the company to the nearest distribution center.
(d) General Site Development costs within school property lines for an addition to an existing school site project wherein additional acreage is acquired, with the exception of existing school site acreage that is leased pursuant to Section 1859.22, or a new school project, determined as follows:
(1) $19,200 per Useable Acre as approved by the CDE. This sum may be increased by the percentage identified in Section 1859.83(b). The per acre amount shown above shall be adjusted annually in the manner prescribed in Section 1859.71.
(2) 6 percent of the State and district share for Elementary School Pupils and Middle School Pupils and 3.75 percent of the State and district share for High School Pupils of the New Construction Grant. For purposes of this calculation, the percentage amount for Severely Disabled Individuals with Exceptional Needs and Non-Severely Disabled Individuals with Exceptional Needs pupils shall be based on the type of project selected by the district on the Form SAB 50-04.
(3) 6 percent of the State and district share for Elementary School Pupils and Middle School Pupils and 3.75 percent of the State and district share for High School Pupils of the funding provided by Sections 1859.71.2, 1859.72, 1859.73, 1859.73.2, 1859.82.1(b)(4)(A)1., 1859.82.1(b)(4)(B), 1859.82.1(b)(4)(C), 1859.82.2(b)(4)(A), 1859.82.2(b)(4)(B), 1859.83(a), (b) and (c) and 1859.125(a)(1) through (a)(2).
Subsection (d) of this section shall be suspended no later than January 1, 2026, unless otherwise extended by amendments as adopted by the Board.

The district must submit a detailed cost estimate for all requests for site development work, with the exception of General Site Development, and any justification documents that will support the work with the Form SAB 50-04.
The Board will approve reasonable and appropriate site development work which meets common engineering practices and industry standards that are consistent with the specific site conditions if the site development costs are consistent with the most current edition of the Current Construction Costs publication by the Sierra West Group. The design professional must certify to the district that the site development work does not exceed the minimum requirements to develop the site to meet educational needs and/or standards.
General Site Development provided pursuant to 1859.76(d)(1), service site and off-site development costs shall be reduced, on a prorated basis, by the percentage of the excess acreage of the site that exceeds the master plan site acreage approved by the CDE.

SFP Regulation Section 1859.83(a) states, in part:

"In addition to any other funding authorized by these Regulations, a district is eligible for funding as a result of unusual circumstances that created excessive project costs beyond the control of the district. The Excessive Cost Hardship Grant shall be based on any of the following:

…

(a) Excessive Cost due to Geographic Location.

A district with a project that is located in a geographic area designated in the Geographic Percentage Chart below is eligible for the sum of the Excessive Cost Hardship Grant(s) determined by multiplying the indicated percentage factor shown in the Geographic Percentage Chart below by each of the following amounts:

(1) The New Construction Grant and the Modernization Grant.

(2) The funding provided by Sections 1859.71.2, 1859.71.3, 1859.72, 1859.73, 1859.73.2, 1859.76(d)(1) and (2), 1859.78.4, 1859.78.5, 1859.82.1, 1859.82.2, 1859.83(b), (c), (d) and (e) and 1859.125(a)(1) through (a)(2).

…

SFP Regulation Section 1859.83(c)(1) states, in part:

"In addition to any other funding authorized by these Regulations, a district is eligible for funding as a result of unusual circumstances that created excessive project costs beyond the control of the district. The Excessive Cost Hardship Grant shall be based on any of the following:

…

(c) Excessive Cost to Construct a New School Project.

(1) With the exception of Alternative Education schools for which the final plans and specifications for the project were accepted by the DSA on or after March 23, 2004, if the project is for a new elementary, middle, or high school on a site with no existing school facilities the district is eligible for a New Construction Excessive Cost Hardship Grant equal to the difference in the amount provided by the New Construction Grant and the amount shown below, based on the number of classrooms, including classrooms used for Individuals with Exceptional Needs, in the project:

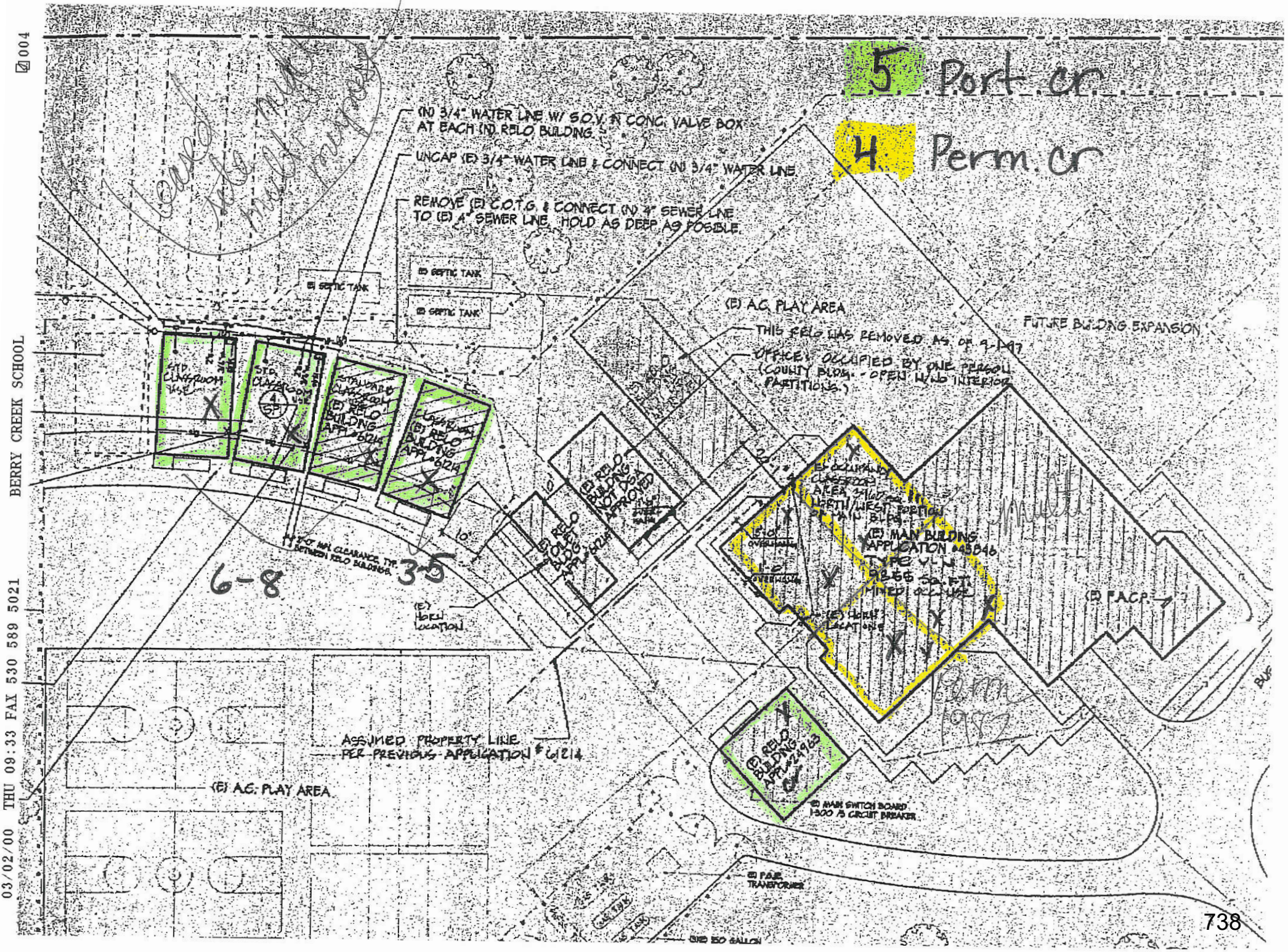
ATTACHMENT B

Classrooms in project	Elementary School	Middle School	High School
1	$160,000	$674,000	$1,466,000
2	$377,000	$756,000	$1,525,000
3	$566,000	$840,000	$1,885,000
4	$717,000	$932,000	$2,205,000
5	$842,000	$1,028,000	$2,428,000
6	$1,021,000	$1,125,000	$2,651,000
7	$1,202,000	$1,222,000	$2,874,000
8	$1,341,000	$1,328,000	$3,046,000
9	$1,341,000	$1,440,000	$3,184,000
10	$1,577,000	$1,553,000	$3,321,000
11	$1,577,000	$1,666,000	$3,459,000
12	$1,660,000		$3,585,000
13			$3,709,000
14			$3,833,000
15			$3,958,000
16			$4,082,000
17			$4,207,000
18			$4,331,000
19			$4,455,000
20			$4,580,000
21			$4,704,000
22			$4,828,000

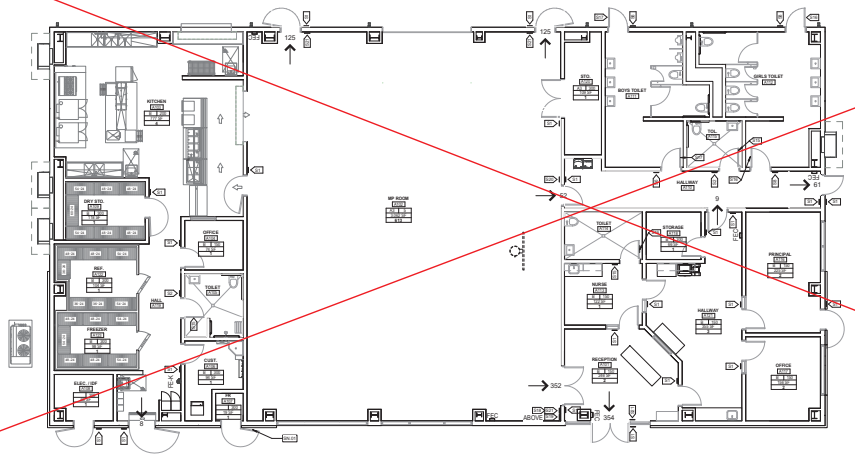
The amounts shown above will be adjusted annually in the manner prescribed in Section 1859.71.

Any Excessive Cost Hardship Grant provided under this subsection for a new school project shall be offset against future New Construction Grant funds provided for that same school. The amount of the offset shall be determined by dividing the additional New Construction Grant pupil request by the difference in the New Construction Grant pupil request when the initial Excessive Cost Hardship Grant was made and 325 for an elementary school, 324 for a middle school, and 621 for a high school project and multiplying the quotient by the Excessive Cost Hardship Grant funds provided under this subsection for that project.

…


5. Port. cr
4. Perm. cr
(N) 3/4" WATER LINE W/ S.O.V. IN CONC. VALVE BOX AT EACH (N) RELO BUILDING
UNCAP (E) 3/4" WATER LINE & CONNECT (N) 3/4" WATER LINE
REMOVE (E) C.O.T.G. & CONNECT (N) 4" SEWER LINE TO (E) 4" SEWER LINE. HOLD AS DEEP AS POSSIBLE.
(E) SEPTIC TANK
(E) SEPTIC TANK
(E) A.C. PLAY AREA
THIS FELO WAS REMOVED AS OF 9-1-97
FUTURE BUILDING EXPANSION
OFFICES OCCUPIED BY ONE PERSON (COUNTY BLDG. - OPEN W/NO INTERIOR PARTITIONS.)
STD. CLASSROOM USE
STD. CLASSROOM USE
(E) RELO BUILDING APPL.#6214
(E) RELO BUILDING APPL.#6214
(E) RELO BUILDING NOT DSA APPROVED
(E) RELO BUILDING APPL.#6214
(E) OCCUPANCY CLASSROOM AREA
(E) MAIN BUILDING APPLICATION #43846 TYPE V-1 HR 9855 SQ. FT. MIXED OCCUPANCY
(E) HORSE LOCATION
(E) F.A.C.P.
(E) RELO BUILDING APPL.#24963
(E) MAIN SWITCH BOARD 1200 A CIRCUIT BREAKER
(E) P.G.&E. TRANSFORMER
ASSUMED PROPERTY LINE PER PREVIOUS APPLICATION # 6214
(E) A.C. PLAY AREA
6-8
35
Perm. cr
BERRY CREEK SCHOOL
03/02/00 THU 09:33 FAX 530 589 5021
004

ATTACHMENT D



CODE ANALYSIS - BLDG "A"

1. GOVERNING CODE: 2019 CALIFORNIA BUILDING CODE (CBC)
2. OCCUPANCY TYPE: (CBC 302) A-3, B
3. CONSTRUCTION TYPE: (CBC 602 & TABLE 601) TYPE VB WITH AUTOMATIC FIRE SPRINKLER SYSTEM
4. BASIC ALLOWABLE HEIGHT & BUILDING AREA: (CBC TABLES 504.3, 504.4, 506.2)

OCCUPANCY GROUP	ALLOWABLE BLDG AREA (S1)	ALLOWABLE # OF STORIES	ALLOWABLE BLDG HEIGHT
GROUP A-3	24,000 SF	1	65'-0"
GROUP B	38,000 SF	1	65'-0"
	0 SF		0'-0"
	0 SF		0'-0"

5. ACTUAL BUILDING DATA:

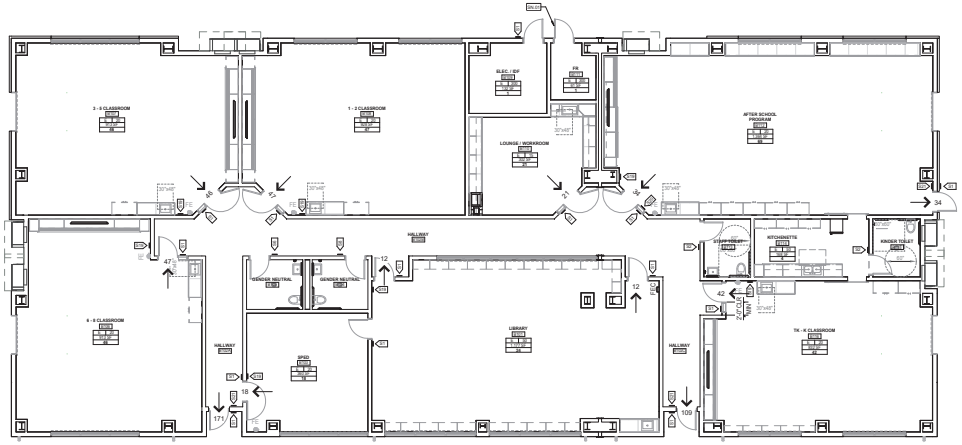
OCCUPANCY GROUP	ACTUAL BLDG AREA	ACTUAL # OF STORIES	ACTUAL BLDG HEIGHT
GROUP A-3	3,174 SF	1	24'-6"
GROUP B	4,739 SF	1	24'-6"
	0 SF		0'-0"
	0 SF		0'-0"

TOTAL: 7,913 SF

6. NONSEPARATED SPACES: (CBC 508.3) MOST RESTRICTIVE: GROUP A-3 7,913 SF <24,000 SF THEREFORE OK
7. FIRE RESISTANCE REQUIREMENTS: (CBC TABLE 601)

STRUCTURAL FRAME:	0 HOURS
BEARING WALLS - EXTERIOR:	0 HOURS
BEARING WALLS - INTERIOR:	0 HOURS
NON-BEARING WALLS & PARTITIONS - EXTERIOR: (CBC TABLE 602)	FIRE RATING BASED ON FIRE SEPARATION DISTANCE: X<5 1 HOURS; 5≤X<10 1 HOURS; 10≤X<30 0 HOURS; 10≤X<30 0 HOURS
ACTUAL SEPARATION DIST:	≤30'-0" 0 HOURS
NON-BEARING WALLS & PARTITIONS - INTERIOR:	0 HOURS
FLOOR CONSTRUCTION:	0 HOURS
ROOF CONSTRUCTION:	0 HOURS
SHAFT ENCLOSURES: (CBC 713)	0 HOURS
PROJECTIONS: (CBC 705.2)	0 HOURS - MAY BE OF ANY APPROVED MATERIALS
EXTERIOR OPENINGS: (CBC TABLE 705.8)	UNPROTECTED , SPRINKLERED NO AREA LIMIT (20'≤X<29')
CORRIDORS: (CBC TABLE 1020.1)	0 HOURS

8. OCCUPANT LOAD: (CBC TABLE 1004.5) SHOWN ON PLAN
9. TOTAL EGRESS WIDTH REQUIRED: (CBC 1005.1) SHOWN ON PLAN
10. COMMON PATH OF EGRESS TRAVEL: (CBC TABLE 1006.2.1) TWO EXITS OR EXIT ACCESS DOORWAYS FROM A SPACE SHALL BE PROVIDED WHERE THE COMMON PATH OF TRAVEL EXCEEDS 75'



CODE ANALYSIS - BLDG "B"

1. GOVERNING CODE: 2019 CALIFORNIA BUILDING CODE (CBC)
2. OCCUPANCY TYPE: (CBC 302) E
3. CONSTRUCTION TYPE: (CBC 602 & TABLE 601) TYPE VB WITH AUTOMATIC FIRE SPRINKLER SYSTEM
4. BASIC ALLOWABLE HEIGHT & BUILDING AREA: (CBC TABLES 504.3, 504.4, 506.2)

OCCUPANCY GROUP	ALLOWABLE BLDG AREA (S1)	ALLOWABLE # OF STORIES	ALLOWABLE BLDG HEIGHT
GROUP E	38,000 SF	1	65'-0"
	0 SF	0	0'-0"
	0 SF		0'-0"

5. ACTUAL BUILDING DATA:

OCCUPANCY GROUP	ACTUAL BLDG AREA	ACTUAL # OF STORIES	ACTUAL BLDG HEIGHT
GROUP E	9,400 SF	1	22'-0"
	0 SF	0	0'-0"
	0 SF		0'-0"

TOTAL: 9,400 SF

6. NONSEPARATED SPACES: (CBC 508.3)
7. FIRE RESISTANCE REQUIREMENTS: (CBC TABLE 601)

STRUCTURAL FRAME:	0 HOURS
BEARING WALLS - EXTERIOR:	0 HOURS
BEARING WALLS - INTERIOR:	0 HOURS
NON-BEARING WALLS & PARTITIONS - EXTERIOR: (CBC TABLE 602)	FIRE RATING BASED ON FIRE SEPARATION DISTANCE: X<5 1 HOURS; 5≤X<10 1 HOURS; 10≤X<30 0 HOURS; 10≤X<30 0 HOURS
ACTUAL SEPARATION DIST:	≤30'-0" 0 HOURS
NON-BEARING WALLS & PARTITIONS - INTERIOR:	0 HOURS
FLOOR CONSTRUCTION:	0 HOURS
ROOF CONSTRUCTION:	0 HOURS
SHAFT ENCLOSURES: (CBC 713)	0 HOURS
PROJECTIONS: (CBC 705.2)	0 HOURS - MAY BE OF ANY APPROVED MATERIALS
EXTERIOR OPENINGS: (CBC TABLE 705.8)	UNPROTECTED , SPRINKLERED NO AREA LIMIT (20'≤X<29')
CORRIDORS: (CBC TABLE 1020.1)	0 HOURS

8. OCCUPANT LOAD: (CBC TABLE 1004.5) SHOWN ON PLAN
9. TOTAL EGRESS WIDTH REQUIRED: (CBC 1005.1) SHOWN ON PLAN
10. COMMON PATH OF EGRESS TRAVEL: (CBC TABLE 1006.2.1) TWO EXITS OR EXIT ACCESS DOORWAYS FROM A SPACE SHALL BE PROVIDED WHERE THE COMMON PATH OF TRAVEL EXCEEDS 75'

GENERAL NOTES

1. REFER TO G0.04 FOR SIGNAGE INFORMATION INCLUDING TYPE, SIZE AND INSTALLATION HEIGHTS

LIFE SAFETY SYMBOLS LEGEND

- ROOM NUMBER / ROOM OCCUPANCY / LOAD FACTOR / ROOM AREA / NUMBER OF OCCUPANTS
- COMMON PATH OF EGRESS TRAVEL DISTANCE / EXIT ACCESS TRAVEL DISTANCE
- EXIT ACCESS (# OF OCCUPANTS)
- EXIT (# OF OCCUPANTS)

REQUIRED WIDTH OF EXIT COMPONENTS: 0.2" PER OCCUPANT *170 MAX. OCCUPANTS FOR SINGLE DOOR, 340 MAX. FOR PAIR U.O.N.*

- FIRE EXTINGUISHER
- FIRE EXTINGUISHER CABINET RECESSED / SEMI-RECESSED / SURFACE MOUNTED

SHEET NOTES

SN.01 "FIRE RISER" PAINTED ON DOOR 4" HIGH LETTER, CONTRASTING TO DOOR COLOR

2 CODE ANALYSIS PLAN
SCALE: 1/8" = 1'-0"

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 02-120513 INC: 02
REVIEWED FOR:
SS ☑ FLS ☑ ACS ☑
DATE: 03/06/2023

PBK

ARCHITECT PBK-WLC, Inc.
SACRAMENTO
2520 Venture Oaks Way, Suite 440
Sacramento, CA 95833
916-882-9494 P

PIONEER UNION ELEMENTARY SCHOOL DISTRICT
BERRY CREEK ELEMENTARY SCHOOL
INC 2
286 ROCKEFELLER ROAD
BERRY CREEK, CA 959116
CONSTRUCTION DOCUMENTS
DSA APPL. NO. 02-120513 FILE NO. 4-97

KEY PLAN NORTH

MAX MANSMANN C-34680 REN. 08-30-23 STATE OF CALIFORNIA

CLIENT
BERRY CREEK ELEMENTARY SCHOOL
PROJECT NUMBER
220042
DATE 02/07/2023
DRAWN BY: DR CHKED BY: VC
REVISIONS

#	DESCRIPTION	DATE

CONSTRUCTION DOCUMENTS

BUILDING DATA & CODE REVIEW - BLDG A & B

G0.06

G0.06 - BUILDING DATA & CODE REVIEW - BLDG A & B
C:_Revit\Local\PTBD_PUESD Berry Creek_Project_kelsey.thompson#AXESG.rvt
2/6/2023 11:35:42 AM

Schools Program Alliance

A California Joint Powers Authority

Memorandum of Coverage (MOC)

July 1, 2020 to July 1, 2021

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SECTION I - GENERAL PROVISIONS

A. COVERAGE AGREEMENT

In consideration of the premium paid by the Named Insured to the Company, the Company agrees to cover the following per the terms and conditions herein.

B. NAMED INSURED

As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this MOC.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured is required or has agreed to provide coverage, or as so named in the "Named Insured Schedule" on file with Alliant Insurance Services, Inc., as their interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern, are covered within the limits provided to the individual Named Insured.

Lessors and other party(ies) of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability. Mortgagees to whom certificates of coverage have been issued are covered hereunder as Insured's in accordance with the terms and conditions of Form 438 BFU NS, CP12 18 1091, or equivalent as required by the mortgagee.

C. MAILING ADDRESS OF COMPANY

Schools Program Alliance
c/o Schools Insurance Authority
9800 Old Placerville Road
Sacramento, CA 95827

D. MOC PERIOD

From July 1st, 2020 to July 1st, 2021, beginning and ending at 12:01 AM

E. COVERAGE TERRITORY

The United States, its territories and possessions and Puerto Rico, including their respective coastal waters.

F. LIMITS OF LIABILITY

Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the Company in any one occurrence regardless of whether one or more of the coverages of this MOC are involved shall not exceed:

1. LIMITS OF LIABILITY

The Specific Limits of Liability as described in the Declaration Page apply per occurrence unless indicated otherwise.

2. SUB-LIMITS OF LIABILITY

The following sub-limits of liability are provided as described in the Declaration Page and apply per occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Declaration Page for that item, and do not increase the specific limits of liability. The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item.

$100,000,000	Limit of Liability
$50,000,000	Combined Business Interruption, Rental Income, Tax Interruption and Tuition income (and related fees)
$500,000	Contingent Business Interruption
$30,000,000	Extra Expense
No coverage provided	Per occurrence, as respects Vehicle Damage
$5,000,000	Per occurrence, as respects Mobile Equipment
$10,000,000	Per occurrence, and in the annual aggregate as respects the peril of flood, inclusive of
$5,000,000	Per occurrence, and in the annual aggregate as respects the peril of flood in FEMA designated Special Flood Hazard Areas Zones A or V (SFHA) to be determined at the time of loss
Not covered	Per occurrence, and in the annual aggregate as respects the peril of earthquake shock
Included	Per occurrence, as respects the peril of earthquake sprinkler leakage
$25,000,000	Debris Removal
$2,500,000	Decontamination Costs
$25,000,000	Miscellaneous Unscheduled Property
$50,000,000	Automatic Acquisition. As per MOC provisions
$2,500,000	Outdoor Property, except $50,000 max per item for Trees, Shrubs, Plants
Included	Electronic Data Processing Equipment and Hardware (refer to LMA5400)
$10,000,000	Electronic Data Processing Data and Media – Physical Damage Only (refer to LMA5400)
Excluded	Cyber Act (refer to LMA5400)
$25,000,000	Errors & Omissions

$25,000,000	Course of Construction
$500,000	Builders Risk Property at Temporary Storage Location
$500,000	Builders Risk, Property in Transit
$1,000,000	Contractor's Equipment
$5,000,000	Soft Costs
$2,500,000	Scheduled and Unscheduled Fine Arts (as more fully defined herein)
$1,000,000	Accidental Contamination
$1,000,000	Unscheduled Tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, street lights and traffic signals unless specific values for such items have been reported as part of a member(s) / entity(ies) schedule of values held on file with this company, excluding Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters
Included	Demolition and Increased Cost of Construction due to the enforcement of building codes / ordinance or law
$10,000,000	Transit including Free Onboard Shipments
$2,500,000	Fire Fighting Expenses
$25,000,000	Off premises services interruption including extra expense resulting from a covered peril at non-owned/operated location(s)
$1,000,000	Claim Preparation Expenses
Included	Expediting Expense
$1,000,000	Personal Property of Students and Teachers, except $10,000 any one item
$10,000,000	Accounts Receivable
$10,000,000	Valuable Papers and Records
$500,000	Leasehold Interest;
$2,500,000	Asbestos Cleanup and Removal
$2,500,000	Mold & Fungus
$100,000	Reimbursement or Master Key Costs
$2,500,000	Upgrade to Green
Excluded	Money and Securities

No coverage Provided	Communicable Disease
180 Days	Extended Period of Indemnity
$2,500,000	Interruption by Civil or Military Authority, not to exceed 30 days (10 mile radius)
$2,500,000	Ingress or Egress, not to exceed 30 days (10 mile radius)

BOILER AND MACHINERY SUB-LIMITS OF LIABILITY

$100,000,000	Boiler Explosion and Machinery Breakdown
Included	Business Income Coverage Extension (BI)
180 Days	Extended Period of Indemnity
Included	Spoilage Damage Coverage Extension including Utility Interruption Spoilage (SD & Refrigerant Contamination
24 Hours	Utility Interruption Spoilage
$2,500,000	Off Premises Service Interruption including Service, Utility and Power
$3,000,000	Dependent Property Coverage Extension – All Direct Suppliers Dependent Property Locations; and Receivers
$10,000,000	Expediting Expense
$10,000,000	Hazardous Substances, Pollutants, Decontamination
$10,000,000	Ordinance or Law including Demolition and Increased Cost of Construction
Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological

TERRORISM (INCLUDING SABOTAGE) SUB-LIMITS OF LIABILITY

$50,000,000	Per Occurrence and in the Aggregate

ACTIVE ASSAILANT SUB-LIMITS OF LIABILITY

$1,000,000	Per Occurrence and in the Aggregate. Property Damage, Business Interruption and Additional Special Coverages combined.
25% of limit, Max of $250,000	Ingress/Egress
$100,000	Public Relations Consultancy Costs
$10,000	Counselling Costs; Per Person

$10,000	Medical Expenses; Per Person
$10,000	Employee Retraining Costs; Per Person
$25,000	Security Costs
$250,000	Funeral Services; $25,000 Per Person
$250,000	Cost of Demolition/Clearance Memorialization
$250,000	Loss of Governmental Grants

The above limits are provided per Occurrence, regardless of the number of SPA Members involved in the Occurrence.

G. DEDUCTIBLE PROVISIONS

The Company shall be liable for each loss separately occurring for the sum of all losses arising from the same "occurrence" excess of USD250,000, except excess of:

- Self Insured Retention being: USD2,000,000 per occurrence and in the annual aggregate Excess of

Additional Self-Insured Retention being: USD250,000 per occurrence and USD1,000,000 in the annual aggregate which in turn Excess of Member Deductible of USD250,000 per occurrence, except as follows:

- Wildfire: USD2,500,000 per occurrence in respect of Butte Self-Funded Programs (BUTTE) and Redwood Schools Insurance Group (RESIG), except USD250,000 per occurrence for all other members.

  In the event that either BUTTE and/or RESIG and another member / other members are affected by the same Wildfire occurrence, both deductibles will apply to their respective loss.

- High Hazard Flood: USD500,000 per occurrence in respect of locations situated wholly or partially within a Special Flood Hazard Area (SFHA), areas as defined by the Federal Emergency Management Agency (FEMA)

- Service Interruption:

  Coverage is provided when the duration of the interruption is in excess of twenty four (24) hours. When the waiting period has expired, coverage will apply excess of the applicable deductible.

- Boiler and Machinery Breakdown: USD100,000 per occurrence

- Boiler & Machinery, Flood and Wildfire losses do not contribute to the erosion of SPA's Self-Named Insured Retentions.

- Terrorism (Including Sabotage): $10,000 per occurrence. Ingress/Egress 12 hours

- Active Assailant: $10,000 per occurrence. Ingress/Egress 12 hours

Other than Wildfire, If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.

Deductibles are shown on the Declaration Page, or by endorsement and may vary by SPA Member

Unless a more specific deductible is applicable for a particular loss, the $250,000 deductible shown above, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

"Vehicle Physical Damage deductible" - if Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off premises on a per occurrence basis, unless otherwise stated. If "Off-Premises" coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk "Basic Deductible".

H. UNIT OF COVERAGE DEFINED

In the application of the Earthquake Shock, or specified Wind deductibles, in accordance with the provisions of this MOC, each of the following shall be considered a Separate Unit of Coverage:

1. Each Separate Building or Structure;

2. The Contents of each Building or Structure;

3. Applicable Time Element Coverage of each separate Building or Structure; and

4. Property in each Yard.

The Company shall not be liable for loss to any Unit of Coverage covered hereunder unless such loss exceeds the percentages stated in this MOC of the replacement values of such Unit of Coverage at the time when such loss shall happen, and then only for its proportion of such excess.

I. PRIORITY OF PAYMENTS

In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary / underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any, to the peril(s) or coverage(s) insured hereunder. Upon exhaustion of the limit of liability of the primary / underlying coverage, the excess layers shall then be liable for loss uncollected from the peril(s) or coverage(s) insured hereunder, subject to the limit of liability and the other terms and conditions as specified.

SECTION II - PROPERTY DAMAGE

A. COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this MOC insures all property of every description both real and personal (including improvements, betterments and remodeling), of the Named Insured, or property of others in the care, custody or control of the Named Insured, for which the Named Insured is liable, or under the obligation to insure.

B. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusions of the MOC except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This MOC is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the Named Insured named in this MOC for which the Named Insured may elect to assume liability while located in accordance with the coverage hereof, but loss, if any, on such property shall be adjusted with and payable to the Named Insured.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this MOC will provide automatic coverage subject to the following conditions:

a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges).

b. Value of the project at the location does not exceed USD as per Declaration Page. Projects that exceed this amount are subject to underwriting approval, prior to binding. However, inadvertent failure to report projects within USD as per Declaration Page shall not void coverage of said Project.

Additional Expenses - Soft Costs: This extension applies to new buildings or structures in the course of construction up to the time that the new building(s) or structure(s) is initially occupied or put to its intended use whichever occurs first.

The Company will cover the additional expenses (soft costs) of the Named Insured as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this MOC. The Company will pay covered expenses when they are incurred.

a. Additional Interest Coverage – The Company will pay the additional interest on money the Named Insured borrows to finance construction or repair.

b. Rent or Rental Value Coverage – The Company will pay the actual loss of net rental income that results from delay beyond the projected completion date. But the Company will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.

c. Additional Real Estate Taxes or Other Assessments – The Company will pay the additional real estate taxes or other assessments the Named Insured incurs for the period of time that construction is extended beyond the completion date.

d. Additional Advertising and Promotional Expenses – The Company will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.

e. Additional Commissions Expense – The Company will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.

f. Additional Architectural and Engineering Fees – The Company will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.

g. Additional License and Permit Fees – The Company will pay the additional license and permit fees that become necessary as a delay in the completion of the project.

h. Legal and Accounting Fees – The Company will pay the additional legal and accounting fees the Named Insured incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that the Company shall be liable for the actual charges of fire fighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in / on, and/or protecting property included in coverage provided by this MOC.

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this MOC is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the MOC period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to a Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) of this form.

5. ARCHITECTS AND ENGINEERS FEES AND LOSS ADJUSTMENT EXPENSES

This MOC also insures as a direct result of physical loss or damage insured hereunder, any of the following:

a. Architects and engineers fees

b. Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters are specifically excluded.

6. EXPEDITING EXPENSES

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this MOC includes the reasonable extra cost of temporary repair and of expediting the repair of such damaged property of the Named Insured, including overtime and the extra costs of express

or other rapid means of transportation. This coverage provided by this clause is sub-limited to USD as per the Declaration Page.

7. DEBRIS REMOVAL

This MOC also covers expenses incurred in the removal of debris of the property covered hereunder from the premises of the Named Insured that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

8. BUILDING LAWS

This MOC is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the MOC period and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the covered peril(s).

The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this MOC damaged by a covered peril.

The Company shall not be liable under this clause for more than the limit of liability as shown elsewhere in this MOC.

9. DEMOLITION COST

In the event of physical damage to property insured by a covered peril, this MOC is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this MOC and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to property insured by a covered peril, this MOC is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs or which comes into force within 6 months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s) or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

11. DECONTAMINATION COSTS

Notwithstanding the provisions of any exclusion contained herein or any provision respecting pollution and/or contamination, if property insured is contaminated as a result of direct physical loss, damage or destruction by a peril insured by this MOC and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollutants or contaminants, this MOC insures, as a result of enforcement of such law or ordinance,

the increased cost of decontamination and/or removal of such contaminated property insured in a manner to satisfy such law or ordinance. This provision applies only to that part of insured property contaminated as a result of insured direct physical loss, damage or destruction by a peril insured by this MOC.

12. ERRORS & OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice the Named Insured's right of recovery but will be reported to the Company as soon as practicable when discovered. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E of this form. This extension does not increase any more specific limit stated elsewhere in this MOC or Declaration.

13. VALUABLE PAPERS

This MOC is extended to cover Valuable Papers or the cost to reconstruct valuable papers (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this MOC.

14. TRANSIT

This MOC is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this MOC to the property insured occurring during the period of this MOC. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E. of this form.

15. VEHICLES WHILE ON INSURED PREMISES

This MOC is extended to cover vehicles while on premises of the Insured against physical loss or damage by a peril insured against during the term of this MOC.

16. ASBESTOS CLEAN UP AND REMOVAL

This MOC specifically excludes asbestos materials clean up or removal, unless asbestos is itself damaged by a peril covered by this MOC, then asbestos cleanup or removal within the damaged area, and applicable time element coverages, will be covered by this MOC.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Named Insured's property must be removed or modified, or;

a) any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

b) any loss or expense normally provided by demolition, increased cost or building ordinance.

The Named Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this MOC does not insure any such damage first reported to the Underwriters more than thirty six (36) months after the expiration, or termination, of this MOC.

17. PROTECTION AND PRESERVATION OF PROPERTY

In the event of loss likely to be covered by this MOC, the Named Insured shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to the Company.

In case of actual or imminent physical loss or damage of the type insured against by this MOC, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property Named Insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the MOC and be subject to the applicable deductible and without increase in the limit provisions contained in this MOC.

Due to the unique nature of Health Care Facilities and Jails where it is deemed necessary to evacuate patients or inmates from the premises in order to reduce the physical loss potential from an actual or imminent loss or damage by a peril not excluded herein, all terms and conditions of this clause will apply to the expenses incurred as a result of the evacuation.

18. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this MOC to real property of the type insured this MOC, which is leased by the Named Insured, this MOC is extended to cover:

(1) If as a result of such loss or damage the property becomes wholly un-tenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the actual rent payable for the unexpired term of the lease; or

(2) If as a result of such loss or damage the property becomes partially un-tenantable or unusable and the lease agreement requires continuation of the rent, the Company shall indemnify the Named Insured for the proportion of the rent applicable thereto; or

(3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Named Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease;

provided, however, that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the Named Insured exercising an option to cancel the lease; or from any act or omission of the Named Insured which constitutes a default under the lease; and provided further that the Named Insured shall use any suitable property or service owned or controlled by the Named Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

(1) Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including any maintenance or operating charges) for each month during the unexpired term of the Named Insured's lease.

(2) Net Lease Interest means that sum which placed at 8% interest compounded

annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

19. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

With respect to Automatic Coverage for Newly Acquired Locations, if the values at an individual newly acquired "location" exceed **USD50,000,000**, the Named Insured shall report these values to the Company within **(120) consecutive days** after they become known to the First Named Insured's Contact identified in Declarations. No adjustment in premium shall be made unless the total values so reported represent an increase of **USD100,000,000** within a semi-annual six-month reporting period (either 7/1/2020 through 12/31/2020 or 1/1/2021 through 7/1/2021) or more over the total values declared at inception or, if applicable, used for the last semi-annual premium adjustment. If the values do exceed **USD100,000,000** above the values declared at inception, or if applicable, used for the last semi-annual premium adjustment, the Company agrees to charge a pro-rata (as to time and value) additional premium. Once reported, such additional "location(s)" shall be subject to the full limits of this MOC. If not reported to the Company within the time defined above, such "locations" shall be subject to the "miscellaneous unreported location" sub-limit in the Limits of Liability.

Similarly, if the values of a divested individual "location" exceed **USD50,000,000** the Named Insured shall report these values to the Company as soon as practicable. No adjustment in premium shall be made unless the total values so reported represent a decrease of **USD100,000,000** within a semi-annual six-month reporting period (either 7/1/2020 through 12/31/2020 or 1/1/2021 through 7/1/2021) or more below the total values declared at inception or, if applicable, used for the last semi-annual premium adjustment. If the values do exceed **USD100,000,000** below the values declared at inception, or if applicable, used for the last semi-annual premium adjustment, the Company agrees to charge a pro-rata (as to time and value) return premium.

If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by the Company prior to attachment hereunder.

The addition of new members must be reported at the time of binding.

20. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at locations (including buildings or structures, owned, occupied or which the Named Insured is obligated to maintain coverage) located within the territorial limitations set by this MOC. Coverage provided by this clause is limited to any sub-limit noted on the Declaration Page attached to this form, and by terms and conditions of this MOC form. This coverage extension does not apply to the peril of Earthquake in the states of California, or Alaska. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

21. ACCIDENTAL CONTAMINATION

This MOC is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to

restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to $1,000,000 per occurrence as per Declaration page.

If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this MOC.

For the purposes of this Accidental Contamination clause only, the term "Covered Property", as covered by this MOC, is held to include Land (and Land Values) on which Covered Property is located whether or not the same are excluded by this MOC.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this MOC.

C. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this MOC does not cover:

1. Aircraft, Watercraft over 27 feet in length (other than watercraft held for sale by the insured), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.

2. Standing timber, bodies of water, growing crops.

3. Land (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, tees and greens).

4. Property in due course of ocean marine transit.

5. Shipment by mail after delivery into the custody of the United States Post Office.

6. Power transmission lines and feeder lines more than 1,000 feet from the premises of the Insured unless scheduled and specifically approved by the Company.

7. Underground pipes more than 1,000 feet from the premises of the Insured unless scheduled and specifically approved by the Company.

8. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the Named Insured.

9. Waterborne shipments to and from the U.S. mainland, Puerto Rico, United States Virgin Islands, Alaska, Hawaii; and shipments via Panama Canal.

10. Motor vehicles licensed for highway use except while at an insured location.

11. Furs, jewelry, precious metals and precious stones.

12. Earthen dikes and dams.

13. Money and Securities.

14. Unmanned aircraft.

D. LOSS PAYMENT BASIS / VALUATION

In case of loss to property of a Named Insured covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

1. On all real and personal property, including property of others in the care or control of the Named Insured at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.

2. On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for the use of the Named Insured, there shall be no liability hereunder. The Company agrees to accept and consider the Named Insured as sole and unconditional owner of all improvements and betterments, any contract or lease the Named Insured may have made to the contrary notwithstanding.

3. On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate MOC provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replaced or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.

4. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using materials of like kind and quality necessary to preserve or maintain a buildings' historical significance without deduction for depreciation.

5. On property of others for which the Named Insured is liable under contract or lease agreement the Company's liability in the event of loss is limited to the Named Insured's obligation as defined in said contract or lease agreement but not to exceed the replacement cost.

6. On Vehicles, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Vehicle and/or Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

   If the values, provided by the Named Insured, provides a valuation based on Replacement Cost (New), then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be Actual Cash Value.

8. Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields; the actual replacement cost of sod, shrubs, sand, plants and trees; however the Company's liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed USD50,000 per item.

For the purpose of determining coverage under this MOC landscaping, trees, plants and shrubs are only insured if their position and planting was undertaken by human agency for cosmetic effect.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term "actual cash value" is used as respects real property or improvements and betterment's in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

"Replacement Cost" shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

(i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

(ii) Replacement shall be effected by the Named Insured with due diligence and dispatch;

(iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that the Company shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

(iv) For historical buildings as more specifically defined in this Section.

(v) In no event shall the Company's liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) Covered Property or any part thereof.

It is understood and agreed that as respects replacement cost, the Named Insured shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing the Company's liability. The Company shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by the Named Insured.

In the event the Named Insured should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

E. UPGRADE TO GREEN

The coverages and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real and/or personal property is caused by any of the perils covered by the MOC and replacement cost valuation applies. This coverage does not apply to: (1) personal property of others in the Insured's care, custody, and control, (2) leased personal property, and/or (3) finished or unfinished stock.

In no event, does this endorsement increase or change the per occurrence limit of liability shown in the declarations or the annual aggregate for specified perils.

1. Notwithstanding the Valuation Provision of this MOC or limits of liability applicable to specific locations or perils, if replacement cost valuation applies to real and/or personal property, then the Company's liability for loss applicable to this endorsement shall be the cost to repair or replace the

covered damaged property, subject to the applicable limit of liability, plus the least of the following amounts:

A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A - Non-LEED® Certified Coverage *or* as described in Coverage Section B - LEED® Certified Coverage, whichever is applicable; or

B. An additional 25% of the applicable limit of liability for the building and/or business personal property shown in the Statement of Values or similar schedule to upgrade to green; or

C. $2,500,000 to upgrade to green.

At the Insured's sole discretion, the Insured may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Company will adjust the claim in accordance with the standard provisions of the MOC, as modified by all other applicable endorsements.

Subject to the least of A., B., or C. above, if business interruption coverage is provided as part of this MOC, if necessary, the Period of Restoration shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

2. COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE

In the event of direct physical loss or damage by any of the perils covered by the MOC to a building that is not LEED certified at the time of the loss, or to the personal property within such a building, the Company will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Personal Property

(1) "Appliances" or "Office Equipment" with products of like kind and quality that have been identified as "ENERGY STAR®" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

(2) "Systems Furniture" or "Seating", with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

B. Loss Settlement for Your Building

(1) Interior Finish Materials Upgrade

a. Lower Emissions Products Upgrade Coverage
"Defined Building Materials" with products of like kind and quality that have "Lower Emissions". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

b. Environmentally Preferable Products Upgrade Coverage
Interior wood, carpeting and flooring with products of like kind and quality that have "Lower Emissions", are "Sustainably Produced", are "Rapidly Renewable" or include

"Recycled Content". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

(2) Interior Plumbing Systems Upgrade Coverage

Interior plumbing fixtures including, but not limited to, toilets, shower heads, and lavatory faucets with products of like kind and quality that are more "Water Efficient". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Company will also pay to install occupant sensors to reduce the potable water demand.

(3) Lighting Systems Upgrade Coverage

Lighting systems, with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. The Company will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

(4) Efficient Heating and Cooling Equipment Upgrade Coverage

(5) "Heating and cooling equipment" with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

(6) Building Reconstruction Following Total Loss

a. Solely with respect to a "Total Loss" to a building, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.

b. Certification Expenses

The Company will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that the Insured incurs should the Insured decide to seek LEED Silver certification. However, the Company will not pay to modify the reconstructed structure if it is not certified.

The Sublimit of Coverage for this coverage is $50,000.

3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverages provided in Coverage Section A (with the exception of 2.B. (5) Building Reconstruction Following a Total Loss) and in the event of direct physical loss or damage by any of the perils covered by the MOC to a building that is LEED certified at the time of the loss, or to the personal property within such building, the Company will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs

(1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the MOC to the contrary, trees and shrubs are Covered Property. The sublimit of coverage for this coverage is $3,000 per tree or $3,000 per shrub up to a maximum of $50,000.

(2) Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the MOC to the contrary, vegetative roofs are Covered Property.

B. Loss Settlement for Your Building

(1) Recertification Expenses

a. In the event of direct physical loss or damage by any of the perils covered by the MOC that necessitates recertification of the damaged building, the Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs as a result of the recertification process.

b. The Sublimit of Coverage for this coverage is $50,000.

(2) Building Reconstruction Following Total Loss

a. Solely with respect to a "Total Loss" to a building that is LEED certified at the time of the loss, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at two levels above the certification in effect at the time of the loss using the LEED NC Rating System.

b. Certification Expenses

The Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs should the Insured decide to seek LEED certification. However, the Company will not pay to modify the reconstructed structure if it is not certified.

The Sublimit of Coverage for this coverage is $50,000.

4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS

In the event of direct physical loss or damage by any of the perils covered by the MOC to a LEED or Non-LEED certified building:

A. Recycling Expenses

(1) The Company will pay the Insured's expenses to clean-up, sort, segregate, and transport debris from the Insured's damaged building to recycling facilities, if such debris can be recycled.

(2) The Sublimit of Coverage for this coverage is $50,000 and is in addition to the debris removal expense sublimit provided by the MOC, if any.

(3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space

(1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (hereinafter, "Construction IAQ"), the Company will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.

(2) After the two week period of increased outdoor air ventilation of the reconstructed space, the Company will pay to replace the filtration media with new media.

(3) The Sublimit of Coverage for this coverage is $50,000.

C. Professional Services

The Company will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and/or construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The Sublimit for this coverage is $50,000.

D. Building Commissioning Expenses

In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils covered by the MOC which necessitates the commissioning or re-commissioning of those systems, the Company will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.

The Sublimit of Coverage for this coverage is $50,000.

5. Additional Definitions

A. "Appliances" means products including, but not limited to, dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.

B. "Defined Building Materials" means: (1) all carpet and floor coverings, including, adhesives to affix them to the floor, (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, sealants, and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.

C. "ENERGY STAR" means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.

D. "Heating and Cooling Equipment" means products including, but not limited to, heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.

E. "Lower emissions" means:

(1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule #1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;

(2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule #1113;

(3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and

(4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added urea- formaldehyde resins.

F. "Office Equipment" means electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.

G. "Recycled Content" means those products that contain at least 20% postconsumer recycled content.

H. "Rapidly Renewable" means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including, but not limited to, bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.

I. "Seating" means task and guest chairs used with "System Furniture".

J. "Sustainably Produced" means those products certified by the Forest Stewardship Council ("FSC").

K. "System Furniture" means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.

L. "Total Loss" means:

1. The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab, or

2. The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.

M. Water Efficient" means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

SECTION III - BUSINESS INTERRUPTION

Subject to the terms, conditions and exclusions stated elsewhere herein, this MOC provides coverage for:

A. COVERAGE

1. **BUSINESS INTERRUPTION**

Against loss resulting directly from interruption of business, services or rental value caused by direct physical loss or damage, as covered by this MOC to real and/or personal property insured by this MOC, occurring during the term of this MOC.

In the event of such loss or damage the Company shall be liable for the actual loss sustained by the Named Insured for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expenses which do not necessarily continue during the period of restoration. Due consideration shall be given to the continuation of normal charges and expenses including payroll expenses to the extent necessary to resume operations of the Named Insured with the same quality of service which existed immediately preceding the loss.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited to USD as per Declaration Page.

Notwithstanding the foregoing it is hereby understood and agreed that solely as respects Universities, hospitals or other institutions of learning the following shall apply:

In determining the amount of tuition income and related fees covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to:

(i) Tuition income and related fees which are prevented from being earned or received. (ii) Other income derived from:

(a) routine and special services;

(b) other operating and non-operating revenues, including but not limited to:

(1) research grants

(2) income under research contracts all dependent on continued operations.

(iii) Donations and fund raising proceeds:

(a) If a regularly scheduled fund raising drive for the sole benefit of the Named Insured occurs during the period of interruption of operations, the revenue produced by such drive shall be considered as follows in determining the amount of loss:

(1) If the drive fails to produce an amount at least equal to the same drive in the most recent prior solicitation, the shortage, to the extent that it can be attributed to the interruption of the Named Insured's operations, shall be considered as loss of income;
(2) If the drive produces an amount equal to the same drive in the most recent prior solicitation, there shall be considered no loss of income from this source of revenue;

(3) If the drive produces an amount larger than the same drive in the most recent prior solicitation, the excess shall be applied to reduce the loss from other sources of revenue;

(4) If the drive is cancelled or postponed, such loss of revenue shall not be considered as loss of income.

(b) The following shall be disregarded in determining the amount of loss:

(1) Donations and contributions which are a direct result of the interruption of the Named Insured's operations and are received by the Named Insured during the period of interruption.

(2) Proceeds for fund raising drives or solicitations which are for the sole benefit of the Named Insured and occur as a result of interruption of the Named Insured's operations.

2. **EXTRA EXPENSE**

This MOC is extended to cover the necessary and reasonable extra expenses at any location as hereinafter defined, incurred by the Named Insured in order to continue as nearly as practicable the normal operation of the Named Insured's business following damage to or destruction of covered property by a covered peril occurring during the term of this MOC which is on premises owned, leased or occupied by the Named Insured. In the event of such damage or destruction, the Company shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this MOC (hereinafter referred to as the period of restoration).

B. EXTENSIONS OF COVERAGE

1. **INGRESS / EGRESS**

This MOC is extended to insure the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this MOC and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this MOC is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. **INTERRUPTION BY CIVIL AUTHORITY**

This MOC is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. **DEMOLITION AND INCREASED TIME TO REBUILD**

The Company shall, in the case of loss covered under this MOC, be liable also for loss to the interest covered by the MOC, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time

such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the covered peril(s). The Company shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in this MOC damaged by a covered peril.

THE COMPANY SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

a. More than the limit of liability as shown elsewhere in this MOC.

b. Any greater proportion of any loss to the interest covered by this MOC than the amount covered under this MOC on said interest bears to the total coverage and coverage on said interest, whether all such coverage contains this clause or not.

c. Any cost necessitated by the enforcement of any law or ordinance regulating any form of pollutants or contaminants.

4. **CONTINGENT TIME ELEMENT COVERAGE**

Business interruption, rental income, tuition income and extra expense coverage provided by this MOC is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this MOC at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the Named Insured from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the Named

Insured from accepting such goods and/or services. The coverage provided by this clause separately as respects each of these coverage's is sub-limited to USD as per Declaration Page.

5. **TAX REVENUE INTERRUPTION**

Except as hereinafter or heretofore excluded, this MOC insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured caused by damage or destruction to property which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.

The Company shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this MOC.

If the Named Insured has reported Tax Revenue Interruption values for which premium has been charged, such loss recovery after deductible shall be limited to whichever is the least of:

1. The limit insured on the MOC;

2. The actual loss sustained;

If the Named Insured has not reported Tax Revenue Interruption values, such loss recovery after deductible shall be limited to whichever is the least of:

1. The limit insured on the MOC;

2. The actual loss sustained;

DEDUCTIBLE: Each loss or series of losses arising out of one event at each location shall be adjusted separately and from the aggregate amount of all such losses 2.50% of the annual revenue value shall be deducted.

6. **EXTENDED PERIOD OF INDEMNITY**

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this MOC is extended for the additional length of time required to restore the business of the Named Insured to the condition that would have existed had no loss occurred commencing on either;

a. the date on which the Company's liability would otherwise terminate or;

b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

The Company's liability under this extension shall terminate no later than the number of days indicated in the Declaration Page for this item.

7. **EXPENSES TO REDUCE LOSS**

This MOC also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C. EXCLUSIONS

1. The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this MOC and, then the Company shall only be liable for such loss as affects the Named Insured's earnings during and limited to, the period of indemnity covered under this MOC.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which the Company shall be liable hereunder shall not exceed:

i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D. CONDITIONS APPLICABLE TO THIS SECTION

If the Named Insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property whether or not such property be lost or damaged, or;

2. by making use of merchandise or other property at the Named Insured's location or elsewhere; such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E. DEFINITIONS

1. GROSS EARNINGS

"Gross Earnings" is defined as the sum of:

a. total net sales and;

b. other earnings derived from the operation of the business less the cost of;

c. merchandise sold including packaging materials and;

d. materials and supplies consumed directly in supplying the service(s) sold by the Named Insured, and;

e. service(s) purchased from outside (not employees of the Named Insured) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income, sustains damage covered under this MOC, the actual recovery under this MOC shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

2. MERCHANDISE

Shall be understood to mean, goods kept for sale by the Named Insured, which are not the products of manufacturing operations conducted by the Named Insured.

3. EXTRA EXPENSE

The term "extra expense", whenever used in this MOC, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Named Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

4. RENTAL VALUE

The term "rental value" is defined as the sum of:

a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the Named Insured, and;

b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Named Insured, and;

c. the fair rental value of any portion of said property which is occupied by the Named Insured, and;

d. any amount in excess of a., b. and c. (above) which is an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

5. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this MOC.

SECTION IV - GENERAL CONDITIONS

A. PERILS COVERED

Subject to the terms, conditions and exclusions stated elsewhere herein, this MOC provides coverage against all risk of direct physical loss or damage occurring during the period of this MOC.

B. EXCLUSIONS

This MOC does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss or damage.

2. Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.

3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).

4. Breakdown or derangement of machinery and/or steam boiler explosion, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss.

5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the Named Insured, it's employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.

6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to data processing equipment or media.

7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock (Earthquake Shock, and Flood, in the states of Alaska, or California shall only apply to locations that are scheduled for Earthquake Shock and Flood).

8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).

9. Loss caused directly or indirectly, by:

    a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack

        i. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or

ii. by military, naval or air forces; or

iii. by an agent of any such government, power, authority or forces;

b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

    a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

    b. This MOC does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises.

11. As respects course of construction, the following exclusions shall apply:

    a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.

    b. The cost of non-compliance of, or delay in completion of contract.

    c. The cost of non-compliance with contract conditions.

    d. Contractors' equipment or tools not a part of or destined to become a part of the installation.

12. Loss or damage caused by Earthquake Shock

13. Loss or damage caused by Flood unless a limit is shown on the Declarations for Flood this exclusion will apply.

14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

a. the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Named Insured or not; or

b. any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non- computer equipment, whether the property of the Named Insured or not.

Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

If direct physical loss or damage not otherwise excluded by this MOC results, then subject to all its terms and conditions, this MOC shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

a. fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

b. mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

c. spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms, regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

"This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the MOC, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the MOC."

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Except as provided in Section II Property Damage, B. Extension of Coverage, 21. Accidental Contamination.

Nevertheless if fire is not excluded from this MOC and a fire arises directly or Indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this MOC arising directly from that fire shall (subject to the terms, conditions and limitations of the MOC) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the Company has paid or agreed to pay, then this MOC (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The Named Insured shall give notice to the Company of intent to claim NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of clean up in the MOC, in the event of direct physical loss or damage to the property covered hereunder, this MOC (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

(a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the Named Insured; and/or;

(b) cost of clean up at the premises of the Named Insured made necessary as a result of such direct physical loss or damage;

PROVIDED that this MOC does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

19. Authorities Exclusion:

Fines, penalties or cost incurred or sustained by the Named Insured or imposed on the Named Insured at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

20. The following exclusion applies to Terrorism:

Any act of terrorism. An act of terrorism means an act, including but not limited to the use of the force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This MOC also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the paragraph above.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this coverage the burden of proving the contrary shall be upon the Named Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. All other terms and conditions remain unaltered.

21. Loss or damage caused by errors in manufacturing, processing, renovating, testing, packaging as part of operations; recall.

22. Loss or damage resulting from indirect or remote loss.

23. Loss or damage resulting from fraudulent or dishonest acts committed by officer, director or employee.

C. STATUTES

If any of the articles of this MOC conflict with the laws or statutes of any jurisdictions in which this MOC applies this MOC is amended to conform to such laws or statutes.

D. TERRITORIAL LIMITS

This MOC insures Real and Personal Property within the United States of America. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.

E. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

F. FREE ON BOARD (F.O.B.) SHIPMENTS

The Company shall be liable for the interest of the Named Insured at sole option of the Named Insured, the interest of the consignee in merchandise, which has been sold by the Named Insured under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this MOC shall occur prior to a loss affected thereby under this MOC, such breach shall not void the MOC nor avail the Company to avoid liability unless such breach shall exist at the time of such loss under this contract or MOC, and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the Named Insured establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the Named Insured from recovering under this MOC.

H. PERMITS AND PRIVILEGES

Anything in the printed conditions of this MOC to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;

2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish,

construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;

3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;

4. to be or become vacant or unoccupied. If a building becomes vacant or unoccupied, notice is to be given to the Company prior to the one-hundred twentieth (120th) consecutive day of vacancy or lack of occupancy. The giving, or failure to give such notice will not constitute a condition precedent to the Company's liability, but the Named Insured shall make a reasonable effort to comply with such requirement.

This MOC shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the Named Insured;

2. any act or neglect of the owner of the building, if the Named Insured hereunder is not the owner, or of any occupant of the within described premises other than the Named Insured, when such act or neglect is not within the control of the Named Insured, named herein; or

3. by failure of the Named Insured to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the Named Insured has no control.

I. PROTECTIVE SAFEGUARDS

The Named Insured shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J. NOTICE OF LOSS

In the event of loss or damage insured against under this MOC, the Named Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

K. ARBITRATION OF VALUE

In case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the Named Insured or the Company such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the Company shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

L. PROOF OF LOSS

The Named Insured shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of the Named Insured and of all others in the property, the value thereof and the amount of loss or damage thereto.

M. SUBROGATION

In the event of any loss payment under this MOC, the Company, shall be subrogated to all the Named Insured's rights of recovery thereof against any person or organization and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, the Named Insured and the Company shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the Named Insured has the right to enter into an agreement that releases or waives the Named Insured's right to recovery against third parties responsible for the loss if made before the loss occurred.

N. CANCELLATION

This MOC may be cancelled by the Named Insured at any time by written notice or surrender of this MOC. This MOC may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this MOC, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this MOC and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this MOC be cancelled for non- payment of assessment, the Company shall only be required to give the Named Insured ten (10) days notice.

If this coverage in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

In the event of cancellation the aggregate retention and specific limit amount shall be applied pro rata with the balance, if any, to be paid to the Named Insured.
Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this MOC, the MOC is subject to 25% minimum earned premium regardless of the length of time coverage is in force.

O. ABANDONMENT

There shall be no abandonment to the Company of any property.

P. ASSIGNMENT

Assignment or transfer of this MOC shall not be valid except with the written consent of the Company.

Q. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the Company.

R. OTHER INSURANCE

Permission is hereby granted to the Named Insured to carry more specific insurance on any property covered under this MOC. This MOC shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other MOC form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This MOC, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this MOC is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this MOC.

S. EXCESS INSURANCE

Permission is granted for the Named Insured to maintain excess insurance over the limit of liability set forth in this MOC without prejudice to this MOC and the existence of such insurance, if any, shall not reduce any liability under this MOC. Also it is understood and agreed as respects earthquake shock or flood, that in the event of reduction or exhaustion of the aggregate limits of liability under the underlying MOC(s) by reason of loss(es) hereunder, this MOC shall:

1. in the event of reduction, pay out excess of the reduced underlying limit and;

2. in the event of exhaustion, continue in force as the underlying MOC.

T. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The Named Insured as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the Company relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives and shall permit extracts and copies thereof to be made.

U. CONCEALMENT AND FRAUD

This entire MOC shall be void, if whether before or after a loss, the Named Insured has willfully concealed or misrepresented any material facts or circumstance concerning this MOC of the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

V. FULL WAIVER

The terms and conditions of this form and any approved endorsements supersede any MOC jacket that may be attached hereto.

W. SUIT AGAINST COMPANY

No suit, action or proceeding for the recovery of any claim under this MOC shall be sustainable in any court of law or equity unless the Named Insured shall have complied with all the requirements of this MOC, nor unless the suit is commenced within twelve (12) months after the date that the Company has made its final offer of settlement or denial of the loss.

However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

X. LENDER'S LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this MOC, shall be paid to the Payee named on the first page of this MOC, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this MOC, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended:

   (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the coverage or the interest therein, or the title thereto;

   (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this MOC by virtue of any mortgage or trust deed;

   (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this MOC, including any and all riders now or hereafter attached thereto, by the Named Insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this MOC of coverage or of any rider or endorsement attached thereto would invalidate or suspend the coverage as to the Named Insured, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the Named Insured to pay any premium or additional premium which shall be or become due under the terms of this MOC or on account of any change in occupancy or increase in hazard not permitted by this MOC, the Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this

Company of the failure of the Named Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever the Company shall pay to the Lender any sum for loss or damage under this MOC and shall claim that as to the Named Insured no liability therefore exists, the Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the Named Insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, the Company shall be liable under this MOC as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the Named Insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate the Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. The Company reserves the right to cancel this MOC at any time, as provided by its terms, but in such case this MOC shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This MOC shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable MOC in renewal thereof with loss there under Payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this MOC become vested in the Lender or its agents, insurance under this MOC shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the Named Insured under the terms and conditions of this MOC and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this MOC and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the MOC.

Approved: Board of Fire Underwriters of the Pacific; California Bankers' Association – Committee on Insurance

Y. LOSS PAYABLE PROVISIONS

A. LOSS PAYABLE

For covered property in which both insured and a Loss Payee have an insurable interest, the Company will:

1. Adjust losses with the Named Insured, and;

2. Pay any claim for loss or their damage jointly to the Named Insured and the Loss Payee, as interests may appear.

B. LENDER'S LOSS PAYABLE

1. The Loss Payee is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:

   a. Warehouse receipts;

   b. A contract for deed;

   c. Bills of lading;

   d. Financing statements or;

   e. Mortgages, deeds of trust or security agreements.

2. For Covered Property in which both the Named Insured and a Loss Payee have an insurable interest:

   a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

   b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

   c. If the Company deny the Named Insured claim because of the insured act or because the Named Insured have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

      (1) Pays any premium due under this Coverage Part at our request if the Named Insured have failed to do so;

      (2) Submits a signed, sworn proof of loss within ninety (90) days after receiving notice from us of the Named Insured failure to do so, and;

      (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

      All of the terms of this Coverage Part will then apply directly to the Loss Payee.

   d. If the Company pays the Loss Payee for any loss or damage and deny payment

to the Named Insured because of the Named Insured acts or because the Named Insured have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount the Company pays and;

(2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, the Company may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the Named Insured will pay the insureds' remaining debt to us.

3. If the Company cancels this MOC, the Company will give written notice to the Loss Payee at least:

   a. Ten (10) days before the effective date of cancellation if the Company cancels for the insured non-payment of premium or;

   b. Thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.

4. If the Company elects not to renew this MOC, the Company will give written notice to the Loss Payee at least ten (10) days before the expiration date of this MOC.

C. CONTRACT OF SALE

1. The Loss Payee is a person or organization the Named Insured have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both the Named Insured and the Loss Payee have an insurable interest the Company will:

   a. Adjust losses with the Named Insured and;

   b. Pay any claim for loss or damage jointly to the Named Insured and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

   For Covered Property that is the subject of a contract of sale, the word "the Insured" includes the Loss Payee.

Z. ELECTRONIC DATA

1. Electronic Data Exclusion

   Notwithstanding any provision to the contrary within the MOC or any endorsement thereto, it is understood and agreed as follows:

   a. This MOC does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature

resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes program, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to “Trojan Horses”, “worms” and “time or logic bombs”.

b. However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this MOC, subject to all its terms, conditions and exclusions will cover physical damage occurring during the MOC period to property insured by this MOC directly caused by such listed peril.

- Listed Perils

- Fire; explosion; smoke; direct impact of vehicle, vandalism or malicious mischief; leakage or accidental discharge of fire protection equipment; collapse; falling objects; water damage; “Boiler and Machinery”; sudden and accidental discharge, leakage, backup, or overflow of liquids or molten material from confinement within piping, plumbing systems, tanks, equipment or other containment located at the insured “location”; “Flood.”

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the MOC or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this MOC suffer physical loss or damage insured by this MOC, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed **USD10,000,000** any one loss, incurred by the Named Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

However this MOC does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

AA. LOSS ADJUSTMENT SERVICES

McLarens Young, International, 180 Montgomery Street, Suite 2100, San Francisco, California 94104-4231 is hereby authorized to represent the Company in the investigation and adjustment of any loss or damage under this MOC at the expense of the Company and without regard to the amount of loss or damage and/or applicable deductible if any.

However, the Company reserves the right to utilize other adjusting firms at its discretion.

BB. DEFINITIONS

1. OCCURRENCE

Each occurrence is defined as a loss, incident or series of losses or incidents not otherwise excluded by this MOC and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. When the term applies to loss or losses from earthquake shock, flood and/or windstorm, the following provisions shall apply:

a. Windstorm

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of one hundred sixty-eight (168) hours during the term of this MOC, such windstorm shall be deemed to be a single windstorm within the meaning thereof. The Named Insured may elect the moment from which each of the aforesaid periods of one hundred sixty-eight (168) hours shall be deemed to have commenced but no two such one hundred sixty-eight (168) hour periods shall overlap. The Company shall not be liable for any loss occurring before the effective date and time of the MOC. The Company will be liable for any losses occurring for a period of up to one hundred sixty-eight (168) hours after the expiration of this MOC provided that the first windstorm loss or damage within that one hundred sixty-eight (168) hours occurs prior to the date and time of expiration of this MOC.

In the event of there being a difference of opinion between the Named Insured and the Company as to whether or not all windstorm losses sustained by the Named Insured during an elected period of one hundred sixty-eight (168) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable Authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

b. Flood

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

such flood shall be deemed to be a single occurrence within the meaning of this MOC.

Should any time period referred to above extend beyond the expiration date of this MOC and commence prior to expiration, the Company shall pay all such flood losses occurring during such period as if such period fell entirely within the term of this MOC.

The Company shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of this MOC or commencing after the expiration date and time of this MOC.

Flood shall mean a general condition of partial or complete inundation of normally dry land area from:

1. overflow of inland or tidal water;

2. unusual and rapid accumulation or run off of surface waters from any natural source.

Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in 1. or 2. above.

The definition of flood does not include ensuing loss or damage by fire, explosion, or sprinkler leakage.

c. Flood Zone A and V

Flood zones A and V as referenced in this MOC is defined by FEMA as being inclusive of all 100 year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year.

d. Earthquake Shock

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling and tsunami unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

e. Wildfire

As regards wildfires, firestorms, brush fires and any other fires or series of fires, irrespective of origin, which spread through trees, grassland or other vegetation (hereinafter "fire(s)"), all individual losses sustained by the Insured arising out of and directly occasioned by fire(s) which occur during any period of one hundred sixty eight (168) hours.

The term wildfire is defined as: A wildfire is a fire at some time burning uncontained or uncontrolled on lands covered wholly or in part by timber, brush, grass, grain or other flammable vegetation but which also may consume structures or other human developments, and is declared as a major disaster or emergency pursuant to the Stafford Disaster Relief and Emergency Assistance Act of 1988.

2. PERSONAL PROPERTY OF OTHERS

Means, any property (other than real property) belonging to others for which a Named Insured has assumed liability. This includes but is not limited to:

- Articles of Clothing
- Jewelry
- Sound Equipment
- Fine Arts (up to the sub-limit of unscheduled fine arts)
- EDP Media & Hardware
- Valuable Papers
- Portable Electronic Equipment
- Employee Tools

3. IMPROVEMENTS AND BETTERMENTS

Means, additions or changes made by a Named Insured / lessee at their own expense to a building they are occupying that enhance the building's value.

4. VALUABLE PAPERS AND RECORDS

Means, all inscribed, printed, or written; documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the Named Insured's data processing operations including the materials on which data is recorded.

CC. ADDITIONAL INSURED'S / LOSS PAYEES

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with Alliant Insurance Services, Inc.

SECTION V - FINE ARTS

A. COVERAGE

This MOC insures against all risks of physical loss of or damage except as hereafter excluded occurring during the MOC period to fine arts, which are the property of the Named Insured or the property of others in the custody or control of the Named Insured while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the MOC of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the Named Insured, or the property of others in the custody and control of the Named Insured, or in transit at the Named Insured's risk, and property in which the Named Insured shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the Named Insured. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the Named Insured, or in the care, custody or control of the Named Insured, and their frames, glazing and shadow boxes.

2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the Named Insured's property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this MOC, whichever may occur first, except that expiration of this MOC shall not prejudice coverage of any risk then in transit.

B. EXCLUSIONS

1. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;

2. Loss or damage caused by or resulting from:

   a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;

      i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces or;
      ii. by military, naval or air forces; or

      iii. by an agent of any such government, power, authority or forces;

b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

3. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and

d. This MOC does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Named Insured premises.

4. Any dishonest, fraudulent or criminal act by the Named Insured, a partner therein or an officer, director employee or trustee thereof, whether acting alone or in collusion with others. For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C. LOSS PAYMENT BASIS / VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

a. Property of the Named Insured shall be covered for and valued at the current fair market value of each article indicated on the books and records of the Named Insured prior to loss, according to the Named Insured's valuation of each object covered.

b. Property of others loaned to the Named Insured and for which the Named Insured may be legally liable, or which the Named Insured has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the Named Insured and owner(s) as recorded on the books and records of the Named Insured prior to loss.

c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the Company shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the Named Insured and the Company or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D. SPECIAL CONDITIONS

1. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the Named Insured has concealed or misrepresented any material fact or circumstance concerning this MOC or the subject thereof, or the interest of the Named Insured therein, or in case of any fraud or false swearing by the Named Insured relating thereto.

2. Notice of Loss: The Named Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the Company or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. Examination under Oath: The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, Named Insured and others to submit to examination under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the Named Insured or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Named Insured might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. Settlement of Loss: All adjusted claims shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Named Insured has collected the same from others.

5. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

6. Subrogation or Loan: If in the event of loss or damage the Named Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Named Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Named Insured's name under the direction of and at the expense of the Company.

7. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.

8. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this MOC, the expenses incurred by the Named Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the MOC and be subject to the applicable deductible and without increase in the limit provisions contained in this MOC.

9. Appraisal: If the Named Insured and the Company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the

fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the Named Insured from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.

12. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the Named Insured, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Named Insured(s) hereunder, but only as respects coverage afforded to said Named Insured's property.

13. Packing: It is agreed by the Named Insured that the property covered hereunder be packed and unpacked by competent packers.

14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this MOC.

15. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the Company agrees to pay the Named Insured the full amount of the value of such set and the Named Insured agrees to surrender the remaining article or articles of the set to the Company.

SECTION VI - CONTRACTORS EQUIPMENT

A. COVERAGE

This MOC insures contractors equipment, whether self propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature, and not subject to motor vehicle registration.

If any of the property covered by this Section is also covered under any other provisions of the MOC of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the MOC period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.

2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.

3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the MOC).

4. Loss or damage due to explosion arising from within steam boilers.

5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.

6. Loss or damage due to dishonesty of Named Insured's employees or persons to whom the Named Insured's property is entrusted.

7. Loss or damage caused by or contributed to failure of the Named Insured to keep and maintain the property in a thorough state of repair.

8. Loss or damage caused by or resulting from:

    a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack;

        i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces or;

        ii. any military, naval or air forces or;

        iii. by an agent of any such government, power, authority or forces;

b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

d. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this MOC, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this MOC.

C. PROPERTY EXCLUDED

1. Automobiles, motorcycles, motor trucks, or parts thereof.

2. Buildings

3. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any structure.

4. Property that is located underground.

5. Property while waterborne except while being transported on any regular ferry.

6. The storage risk of property not owned or required to be insured by the Named Insured at premises controlled or leased by the Named Insured, except where incidental to the regular or frequent use of the equipment or property.

7. Plans, blue prints, designs or specifications.

8. Piers, docks and wharves.

D. LOSS PAYMENT BASIS / VALUATION

On Contractors Equipment (whether self propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment.

However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the Named Insured, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America. It is a condition of this MOC that all articles covered hereunder are in sound condition at the time of attachment of this MOC.

SECTION VII - ACCOUNTS RECEIVABLE

A. COVERAGE

This MOC covers the loss of or damage resulting from insured perils to the Named Insured's records of accounts receivable as defined below, occurring during the MOC period.

B. EXCLUSIONS

In addition to the exclusions in the General Conditions, this coverage does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by the Named Insured, a partner therein, or an officer, director, employee or trustee thereof, while working or otherwise and whether acting alone or in collusion with others.

   For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

2. To loss due to bookkeeping, accounting or billing errors or omissions.

3. To loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support if claim for loss which the Named Insured can prove through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

4. To loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

C. LOSS PAYMENT BASIS / VALUATION

When there is proof that a loss covered by this MOC has occurred but the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Named Insured's monthly statements and shall be computed as follows:

a. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately proceeding the year in which the loss occurs;

b. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs as compared with such average for the months of the preceding year;

c. The amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

d. The amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Named Insured. All unearned interest and service charges shall be deducted.

D. DEFINITIONS:

ACCOUNTS RECEIVABLE

a. All sums due to the Named Insured from customers provided the Named Insured is unable to effect collection thereof as the direct result of loss or damage to records of accounts receivable.

b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage.

c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage.

d. Other expenses, when reasonably incurred by the Named Insured, in re-establishing records of accounts receivable following such loss or damage.

SECTION VIII - BOILER AND MACHINERY BREAKDOWN EXTENSION

1. Perils Insured

In consideration of the premium paid and subject to the terms, conditions and Exclusions of the MOC to which this Extension is attached, and to the following terms and conditions, this Coverage is extended to cover direct damage to Covered Property caused by a Covered Cause of Loss.

2. Additional Coverage

(a) Hazardous Substance

The additional expense incurred for cleanup, repair or replacement or disposal of damaged, contaminated or polluted property as a result of an Accident, which causes property to become damaged, contaminated or polluted by a substance declared hazardous to health by an authorized governmental agency. The coverage provided by this clause is sub-limited to USD as per Declaration Page. For the purpose of this coverage "Additional expense" means any expense that would not have incurred, if no substance hazardous to health had been involved in the accident

(b) Ammonia Contamination

The loss, including salvage expense, incurred with respect to damage by ammonia contacting or permeating property under refrigeration or in process requiring refrigeration, as a result of any one Accident to one or more Objects. The coverage provided by this clause is sub- limited to USD as per Declaration Page.

(c) Water Damage

The loss, including salvage expense, with respect to property damaged by water, resulting from any one Accident. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(d) Media Coverage

The loss to all forms of electronic, magnetic and optical tapes and discs used in any electronic computer or electronic data processing equipment directly damaged by an Accident to an Object. The coverage provided by this clause is sub-limited to USD as per Declaration Page.
For the purpose of this coverage, the valuation basis for "Media" is as follows:

i. For "Media" that are mass-produced and commercially available, at the replacement cost.

ii. For all other "Media", at the cost of blank material for reproducing the records.

(e) Consequential Damage

The "Consequential Damage" to refrigerated and frozen goods of the Named Insured or for which the Named Insured is legally liable or under the Named Insured's care, custody or control caused solely by an Accident to an Object. For the purpose of this coverage, "Consequential Damage" is defined as loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from Accident. The coverage provided by this clause is sub- limited to USD as per Declaration Page.

(f) Utility Interruption

The loss caused by an Accident to an Object that is owned, operated or controlled by a public or private entity that the Named Insured has contracted with to furnish them with electrical utility service including all direct electrical suppliers. The coverage provided by this clause is sub-limited to USD as per Declaration Page.

(g) CFC Refrigerants and Halon

The replacement of any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment or Halon used in a fire suppression system due to an "Accident" to an Object.

(h) Ordinance or Law

If an Accident to an Object at the Named Insured's location damages a building that is "Covered Property", the Company will pay for

i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

   a. Requires the demolition of parts of the same building not damaged by the Accident to an Object; or

   b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.

ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.

iii. Increased Cost of Construction, meaning the increased cost to:

   a. Repair or reconstruct damaged portions of the building; and

   b. Reconstruct or remodel undamaged portions of the building whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But the Company will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or
law.

Coverage under this section only applies with respect to ordinance or law that is in force at the time of the Accident to an Object. Coverage under this section does not apply to:

a. Costs associated with the enforcement of any ordinance or law which requires any Named Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of substances declared to be hazardous to health by a governmental agency; or

b. Loss due to any ordinance or law that:

i. The Named Insured was required to comply with before the Accident to an Object even if the building was undamaged; and

ii. The Named Insured failed to comply with.

The coverage provided by this clause is sub-limited to USD as per Declaration Page.

3. Definition of Accident

Accident shall mean a sudden and accidental breakdown of the Object, or a part thereof, which manifests itself at the time of it occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:

a. depletion, deterioration, corrosion , or erosion of material;

b. wear and tear;

c. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

d. the breakdown of any vacuum tube, gas tube or brush;

e. the breakdown of any structure or foundation supporting the Object or any part thereof;

f. the functioning of any safety device or protective device.

4. Definition of Object

Except as otherwise specifically designated herein, Object as described below shall mean any equipment or apparatus which is owned by, leased by or operated under the control of the Named Insured subject to the Exclusions and Special Provisions specified herein:

a. Any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents, any refrigerating and air conditioning vessels, or any piping and its accessory equipment, but such Object shall not include:

1. Any boiler setting, any insulating or refractory material,

2. Any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than

(a) Feed water piping between any boiler and its feed pumps or injectors

(b) Boiler condensate returning piping

b. Any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power, but Object shall not include

1. Any structure or foundation other than a bedplate of a machine,

2. Any vehicle, elevator, crane, hoist, power shovel or drag line, but not excluding any electrical equipment used with said machine or apparatus,

3. Any refractory material, or

4. Any penstock or draft tube.

5. Covered Cause of Loss

A Covered Cause of Loss is an "Accident" to an Object insured hereon. An Object must be in use or connected ready for use at the time of the Accident.

6. Covered Property

Covered Property, as used in this Extension, means any property that:

a. The Named Insured owns; or

b. Is in the Named Insured's care, custody or control and for which they are legally liable

7. Special Provisions

a. As respects any boiler, fired or unfired vessel, refrigerating system or piping, the Company shall not be liable for loss from an Accident while said Object is undergoing a hydrostatic, pneumatic or gas pressure test that exceeds manufacturers recommended limits.

b. As respects any boiler of fired vessel, the Company shall not be liable for loss from an explosion of gas or unconsumed fuel within the furnace of such Object or within the passages from the furnace to the atmosphere, whether or not such explosion (a) is contributed to or aggravated by an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by any Accident to any Object, or part thereof, nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion.

c. As respects any unfired vessel which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such vessel shall be considered as "connected ready for use" within the terms of this Extension of the MOC.

d. As respects any Object or part of an Object that is being dismantled, reassembled or is in storage, will be considered as "connected ready for use" within the terms of this Extension of the MOC.

e. As respects any gas turbine of the internal combustion type, (a) the combustor or such Object shall not be considered to be a "furnace" as the word is used in the Definition of Accident or in Special Provision 2 above and (b) the Definition of Accident shall not mean the cracking of any part of the Turbine exposed to the production of combustion.

f. As respects new turbine generator units, coverage shall not apply until the unit has been contractually accepted by the Named Insured, that all tests required by the contractor have been performed and satisfied and the unit has been placed in commercial operation.

9. **Valuation**

a. The Company will pay the Named Insured the amount the Named Insured spends to repair or replace the property directly damaged by an Accident. The Company payment will be the smallest of:

1) The Limit of Coverage;

2) The cost at the time of the Accident to repair the damaged property with property of like kind, capacity, size and quality;

3) The cost at the time of the Accident to replace the damaged property on the same site with other property:

   a) Of like kind, capacity, size and quality; and

   b) Used for the same purpose

4) The amount the Named Insured actually spends that is necessary to repair or replace the damaged property.

b. As respects any Object if the cost of repairing or replacing only a part of the Object is greater than:

   1) the cost of repairing the Object; or

   2) the cost of replacing the entire Object on the same site;

   The Company will pay only the smaller of (1) or (2). The repair parts or replacement Object must be:

   1) of like kind, capacity, size and quality; and

   2) used for the same purpose.

c. The Company will not pay:

   1) if the loss or damage is to property that is obsolete or useless to the Named Insured; or

   2) for any extra cost if the Named Insured decides to repair or replace the damaged property with property of a better kind or quality or of larger capacity,

d. If the Named Insured does not repair or replace the damaged property within 18 months after the date of the Accident then the Company will pay on the smaller of the:

   1) cost it would have taken to repair; or

   2) actual cash value;

   at the time of the "accident".

Paragraph (d) does not apply to any time period beyond the 18 months that the Company agrees to in writing.

e. As respects CFC (chlorofluorocarbon) refrigerant or Halon, the following valuation basis is applicable:

   1) If the CFC refrigerant or Halon is replaceable, the Named Insured may, at their option, elect to:

      a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or Halon subject to it being of like kind, capacity, size and quality and used for the same purpose; or

      b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

i. Refrigeration or air conditioning equipment that uses an approved non-CFC refrigerant; or

ii. A fire suppression system that uses an approved non – Halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the Accident or within any extended time period that the Company agrees to in writing.

If Option 1) b) above is elected, the Company will not pay more than the least of the following amounts:

a) The Limit of Coverage;

b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant; or

e) One hundred twenty-five percent (125%) of the amount the Company otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

f. If the CFC refrigerant or Halon is not replaceable and:

(1) The Named Insured repairs or replaces the damaged equipment within 18 months after the date of the Accident or within any extended time that the Company agrees to in writing, the Company will pay the least of the following amounts:

(a) The Limit of Coverage;

(b) The cost at the time of the Accident to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept non – CFC refrigerant or non – Halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

(c) The cost at the time of the Accident to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non – CFC refrigerant or non – Halon fire suppressant;

(d) The amount that the Named Insured actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non – CFC refrigerant or non – Halon fire suppressant.

(2) If the Named Named Insured does not replace the damaged equipment within 18 months after the date of the Accident or within the extended time period that the Company agrees to in writing, the Company will not pay more than the lesser of:

(a) The amount that the Company would have paid if repair or replacement of the damaged equipment had been made as determined in F 1 above; or

(b) The actual cash value of the damaged equipment at the time of the Accident.

g. As respects Coverage under Ordinance and Law, the most the Company will pay as a result of any one Accident for:

a) Loss to the Undamaged portion of the building is included in the Limit of Coverage that otherwise applies to the damaged building. But in no event will the amount the Company pay for loss to the building, including the loss in value of the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:

i. The amount that the Named Insured actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

ii. The actual cash value of the building at the time of loss if the building is not repaired or replaced.

b) Demolition and Increased Cost of Construction is USD as per Declaration Page, subject to the following:

i. With respect to the coverage provided for Demolition Cost, the Company will not pay more than the amount the Named Insured actually spend to demolish and clear the site of the undamaged parts of the building;

ii. With respect to the coverage provided for Increased Cost of Construction:

(a) We will not pay for the Increased Cost of Construction:

Until the building is actually repaired or replaced at the same or another premises; and Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. We may extend this period in writing during the 18 months.

(b) If the building is repaired or replaced at the same location, or if the Named Insured elect to rebuild at another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the same location.

(c) If the ordinance or law requires relocation to another location, the most the Company will pay for the increased cost of construction is the increased cost of construction at the new location.

h. If a claim or “suit” is brought against the Named Insured alleging that the Named Insured is liable for damage to property of another that was caused by an Accident to an Object, the Company will either:

1. Settle the claim or “suit”, or

2. Defend the Named Insured against the “suit” but reserve the right for themselves to settle at any point.

10. **Exclusions**

a. To loss:

1) from explosion of an Object other than:

a) Any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or

b) Any machine when such loss is caused by centrifugal force or mechanical breakdown,

b. Nuclear reaction or radiation or radioactive contamination however caused, however this exclusion shall not apply to nuclear medicine at covered hospitals,

c. From fire concomitant with or following an Accident.

d. From an Accident caused directly or indirectly by fire

e. From a combustion explosion outside the Object concomitant with or following an Accident,

f. From an Accident caused directly or indirectly by a combustion explosion outside an Object

11. **Conditions:**

a. Inspection

The Company shall be permitted but not obligated to inspect the Named Insured’s property and operations at any reasonable time. Neither the right to make inspections nor the making thereof nor any advice or report resulting therefrom shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

b. Suspension

Upon the discovery of a dangerous condition with respect to any Object, Alliant Insurance Services, Inc., may immediately suspend the coverage, with respect to an Accident to said Object, by written notice mailed or delivered to the Named Insured at the address of the Named Insured stated in the Declaration Page, or at the location of the Object, as stated for it in a schedule or endorsement. The coverage so suspended may be reinstated by the Company but only by an endorsement issued to form a part of this MOC. The Named Insured shall be allowed the unearned portion of the premium paid for such suspended coverage, pro- rata for the period of suspension.

c. Notice of Accident and Adjustments

When an Accident occurs, written notice shall be given to the Company as soon as practicable. The Company shall be given like notice of any claim made on account of such Accident. The Company or their representative shall have reasonable time and opportunity to examine the property, and the Named Insured’s Location of Risk, before repairs are undertaken or physical evidence of the Accident is removed, except for protection or salvage. Proof of loss shall be made in such form as the

Company may require. If suit is brought against the Named Insured for loss to which this Section of the MOC is applicable, any summons or other process served upon the Named Insured shall be forwarded immediately to the Company.

d. Deductible

In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risks MOC that this Extension attaches to, the deductible to be applied to the total loss shall be the applicable Boiler & Machinery deductible.

SECTION IX – TERRORISM INCLUDING SABOTAGE EXTENSION

In consideration of the Named Insured paying or agreeing to pay the contribution, the Company agrees subject to the Definitions, Exclusions, Limits and Conditions of this MOC, to indemnify the Insured up to the Overall Limit of Liability stated in the schedule for:

a) Damage to Property covered by an Act of Terrorism;
b) Consequential Loss resulting from Damage by an Act of Terrorism, to any building or other property used by the Insured, for the purpose of the Business and property of type not excluded as defined in the Property section in respect of contingent coverage contained therein,
c) Continuing hire charges as a result of Damage by an Act of Terrorism,

as more fully described and defined herein occurring during the Coverage Period as stated in the Schedule attaching to and forming part hereof (hereinafter referred to as the "Schedule"). Provided that the liability of the Company under this MOC shall not exceed the Overall Limit of Liability or in respect of any item its sum covered or any other relevant Limit of Liability or Sub-limit stated in the Schedule.

Payment of an indemnity under this clause is dependent upon the Insured maintaining the Property coverage in full force and effect for the duration of the Coverage Period.

This MOC incorporates the Schedule and Endorsements, which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this MOC shall have the same meaning wherever they appear.

Application of Property Coverage

Except as otherwise provided herein at paragraphs a) to h) below, this MOC is subject to the same basis of settlement, warranties, terms and conditions, definitions, extensions and other provisions as the Property section, and it is agreed that those provisions are expressly incorporated from that section of the MOC into this section of the MOC.

The provisions which are not expressly incorporated from the Property section are as follows:

a) the Contribution;
b) the Overall Limit;
c) any provision relating to the reinstatement of sums covered or limits;
d) any terms which provide for adjustments of premium based upon declarations on expiry or during the Coverage Period;
e) any terms which provide for the addition of locations in the Referral Areas which must be specifically agreed by the Company;
f) the Deductible or Excess;
g) any renewal or long term agreement;
h) Exclusions.

For the avoidance of doubt, it is further agreed that the express provisions of this MOC shall prevail over any provisions incorporated from the Property section where such provisions are incompatible with each other.

GENERAL DEFINITIONS

1. The word - 'Damage' shall mean:
   direct physical loss or destruction of or physical damage

2. The words - 'Consequential Loss' shall mean:
   loss resulting from interruption of or interference with the Business carried on by the Named Insured in consequence of Damage caused by an Act of Terrorism, to property used by the Named Insured for the purposes of the Business and property of type not excluded as defined in the Property section in respect of contingent coverage contained therein,.

3. The words - 'Act of Terrorism' shall mean:
   an act or series of acts, involving the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. For the avoidance of doubt an 'Act of Terrorism' shall include an act of Sabotage.

4. The word - 'Sabotage' shall mean:
   a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

5. The words - 'Property section ' shall mean:
   the Property coverage issued by the Company as identified and set forth this MOC.

6. The word - 'Occurrence' shall mean:
   any one loss and/or series of losses occasioned by, happening through, arising out of and in consequence of any one Act of Terrorism for the same purpose or cause. The duration and extent of any one Occurrence shall be limited to all losses sustained by the Named Insured during any period of 72 consecutive hours. However no such period of 72 consecutive hours **may extend beyond the expiration of this MOC unless Damage first occurs prior to expiration. No period of 72 consecutive hours shall commence prior to the attachment of this MOC.**

7. **The words "Referral Areas"** shall mean:

New York City:	10001 through to 10029, 10036, 10038, 10044, 10048, 10128
Chicago:	60601 through to 60611
San Francisco:	94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110, 94111, 94112, 94114, 94115, 94116, 94117, 94118, 94121, 94122, 94123, 94124, 94127, 94129, 94131, 94132, 94133, 94134
Washington:	20001, 20004, 20005, 20006
Boston:	02108, 02109, 02110, 02111, 02113, 02114

EXCLUSIONS:

Notwithstanding the exclusions contained within the Property section this policy contains the following Exclusions and override any conflicting exclusion therein

This Contract does not cover:

1. Damage or Consequential Loss arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.

2. Damage or Consequential Loss occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law.

   For the avoidance of doubt, the fact that an Act of Terrorism is committed by an agent of the sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the Act of Terrorism is funded by a sovereign or government entity, will not of itself give rise to the application of this war exclusion.

3. Damage or Consequential Loss caused by or consisting of confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine acts of contraband or illegal transportation or illegal trade or any result of any order of public or government authority which deprives the Named Insured of the use or value of the property.

4. a) Damage or Consequential Loss caused by chemical or biological release or exposure of any kind;

   b) Damage or Consequential Loss directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment unless otherwise specifically covered herein, but this shall not exclude Damage to Property Covered or Consequential Loss resulting therefrom caused by seepage and/or pollution and/or contamination (including that involving chemical and/or biological and/or mineral agent) which itself results from Damage caused by an Act of Terrorism. Provided that:

      a) such Damage is derived from pollutants and/or contaminants owned by, or in the care, custody or control of the Named Insured, and
      b) such pollutants and/or contaminants are covered by this Contract.

5. Damage or Consequential Loss caused by attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon.

   This exclusion shall not operate to exclude losses (which would otherwise be covered under this MOC) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

6. Damage or Consequential Loss caused by malicious damage, strikes, riots or civil commotion unless Damage is caused directly by an Act of Terrorism.

7. Loss or increased cost as a result of threat or hoax

8. a) land or land values, soil, air or water.

   b) aircraft or any other aerial device, or watercraft. However, this exclusion does not apply to spare parts, materials or aircraft engines for installation or repair, but not yet a part of the aircraft or

aircraft engines attached to aircraft for the purpose of transit and not connected to any power and/or fuel source.

c) any land conveyance including vehicles, locomotives or rolling stock, other than whilst at the Premises at the time of its Damage.

d) animals, plants and living things of all types other than trees and plants which form part of landscaped areas at the Premises.

CONDITIONS

All as per the Property section except as herein expressly varied.

1. Any clause included in the Property section relating to the automatic reinstatement of sums covered or limits of liability does not apply to this MOC, when Policy Limit stated herein specifically states that the Policy Limit is in the Aggregate for the period of the policy. (annual or otherwise)

2. **Other Insurance**
This Contract shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance that is written specifically as excess insurance over this MOC. When this MOC is written specifically in excess of other insurance covering the peril covered hereunder, this MOC shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this MOC.

3. **Reasonable precautions**
The Named Insured shall take all reasonable steps and precautions to prevent loss, destruction or damage.

4. **Claims conditions**

a) Notification
In the event of any Occurrence likely to give rise to a claim hereunder, the Insured shall as soon as reasonably practicable notify the Company and/or the Broker, named for that purpose herein.

b) In the event of Damage caused by an Act of Terrorism, the Insured must deliver to the Company all such relevant information and evidence as may reasonably be required including:

(i) full information in writing of the property lost, destroyed or damaged and the amount of the Damage;

(ii) details of any other insurances on any property hereby covered;

(iii) all such proofs and information relating to the claim including time, place and cause of loss;

(iv) if required by the Company, a statutory declaration of the truth of the claim and of any matters connected to it, which shall be submitted as soon as reasonably practical but in all cases this must be within 60 days of the Occurrence.

c) In the event of a claim being made under Business Interruption as included under this MOC, the Named Insured must deliver to the Company:

(i) not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow, particulars of this claim together with details of all other insurances covering property used by the Named Insured at the Premises for the purpose of the Business or any part of it or any resulting Consequential Loss.

(ii) deliver to the Company such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Company for the purpose of investigating the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

d) The Named Insured must co-operate fully in the investigation or adjustment of any claim.

e) Proof of Loss

In any claim and/or action, suit or proceeding to enforce a claim for loss under this MOC, the burden of proving that the loss is recoverable under this MOC and that no limitation or exclusion of this MOC applies and the quantum of loss shall fall upon the Named Insured.

f) Subrogation

Any claimant under this MOC shall at the request of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company. In the event of a claim arising under this MOC the Company agree to waive any rights, remedies or relief to which they might be entitled by subrogation against:

(i) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured as defined in the Companies Act or Companies (Northern Ireland) Order (or any more applicable legislation or regulations in the country in which the Insured is registered) current at the time of Damage or Consequential Loss.

(ii) any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary within the meaning of the Companies Act or Companies (Northern Ireland) Order (or any more applicable legislation or regulations in the country in which the Insured is registered) current at the time of Damage or Consequential Loss.

(iii) Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this MOC or the right of the Insured to recover hereunder. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(iv) Any interest, (including the Insured's), exclusive of any excess or self-insured retention, suffering a loss of the type covered by this MOC and in excess of the coverage under this MOC shall be reimbursed up to the amount of such loss (excluding the amount of the excess);

(v) Out of the balance remaining, the Company shall be reimbursed to the extent of payment under this MOC;

(vi) The remaining balance, if any, shall inure to the benefit of the Insured, or the Company, with respect to the amount of such primary insurance, excess, self-insured retention, and/or loss of a type not covered by this MOC.

(vii) The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the Company, the expense thereof shall be borne by the Company.

g) Payments on Account
Payments on account will be made to the Insured if the Insured wishes, subject to any necessary adjustment at the termination of such period.

5. Fraud and Misrepresentation

This MOC shall be voidable in the event of fraud or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain benefit under this MOC, or in the event of deliberate misrepresentation, misdescription or nondisclosure of any material particular relevant to the risk covered or any claim hereunder. The Company rights, in the event of non fraudulent non-disclosure or innocent or negligent misrepresentation or misdescription of material particulars relevant to the risk covered or any claim hereunder by the Insured are limited to the right to charge an increased contribution which could reasonably have been demanded had such non-disclosure, misrepresentation or misdescription not occurred.

6. Abandonment

There shall be no abandonment to the Company of any property.

7. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Insured's property at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe. The Company may examine and audit the Insured's books and records at any time up to two years after the final termination of this MOC, as far as they relate to the subject matter of this coverage.

8. Cancellation

This MOC may be cancelled by the Named Insured at any time by written notice or surrender of this MOC. This MOC may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this MOC, written notice, not less than ninety (90) days prior to the effective date of cancellation.

The mailing of such notice as aforesaid shall be sufficient proof and this MOC and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this MOC be cancelled for non- payment of contribution, the Company shall only be required to give the Named Insured ten (10) days notice.

If this coverage in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the contribution hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

Payment or tender of any unearned contribution by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

It is understood and agreed that if the Named Insured cancels this MOC, the MOC is subject to 25% minimum earned contribution regardless of the length of time coverage is in force.

9. Arbitration

To follow Article K. ARBITRATION OF VALUE, on page 39

10. Jurisdiction

Any dispute which does not fall within the Arbitration clause of this Contract shall be determined under the exclusive jurisdiction of the courts as stated herein.

SECTION X – ACTIVE ASSAILANT EXTENSION

1. Coverage

The **Company** will indemnify the **Insured** up to the Overall Limit of Liability for the following losses occurring during the **Coverage Period**:

1.1 Property Damage

Damage to **Property Insured** at the **Premises** used in connection with the **Business**, solely and directly caused by an **Active Assailant Event** occurring during the **Coverage Period**.

1.2 Business Interruption

Business Interruption Loss and **Extra Expenses** at the **Premises** during the **Period of Restoration** solely and directly resulting from:

(a) **Damage** to **Property Insured** covered by 1.1 above; and/or
(b) bodily injury or death solely and directly caused by an **Active Assailant Event** occurring at the **Premises** and during the **Coverage Period**; and/or
(c) a determination by the **Relevant Authority** that, in consequence of an **Active Assailant Event** occurring at the **Premises** during the **Coverage Period**, the **Insured's** operations conducted at the **Premises** must be temporarily or permanently ceased in whole or in part; and/or
(d) **Ingress/Egress**; and/or
(e) an **Active Assailant Event** occurring within three hundred and fifty (350) feet of the **Premises** during the **Coverage Period.**

1.3 Additional Special Coverages

The following extra costs and expenses (provided they are reasonable and necessary), solely and directly caused by an **Active Assailant Event** or **Ingress/Egress** occurring within three hundred and fifty (350) feet of the **Premises** during the **Coverage Period**, incurred by the **Insured**:

(a) **Public Relations Consultancy Costs**
Reasonable and necessary public relations consultancy costs incurred with an **Company**-approved public relations consultant, to mitigate the adverse effects of the **Active Assailant Event** on the **Insured's Business**. Limited to a maximum of USD 100,000, and applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event**.

(b) **Relocation Expenses**
Relocation expenses for the **Employees** and contractors of the **Insured** for the purpose of relocation within the country where the **Active Assailant Event** first occurred, applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event**.

(c) **Counselling Costs**
Counselling and/or psychiatric care costs to mitigate the adverse effects of the **Active Assailant Event** for any **Employee**, visitor, customer, contractor, student and/or patient of the Insured physically present during the **Active Assailant Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within twenty four (24) months of the **Active Assailant Event**.

(d) **Medical Expenses**

Medical expenses (other than counselling and/or psychiatric care costs) to mitigate the adverse effects of the **Active Assailant Event** for any **Employee**, visitor, customer, contractor, student and/or patient of the **Insured** physically present during the **Active Assailant Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within thirty (30) days of the **Active Assailant Event**.

(e) **Employee Retraining Costs**

Job retraining costs for **Employees** physically present during and injured as a result of the **Active Assailant Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event**.

(f) **Replacement Employee Recruitment Costs**

Recruitment costs to replace **Employees** physically present during and unable to continue working as a result of the **Active Assailant Event**, applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event**.

(g) **Security Costs**

Security costs for security measures to mitigate the adverse effects of the **Active Assailant Event** provided by an **Company**-approved security consultant. Limited to a maximum of USD 25,000, and applicable only to such costs incurred within thirty (30) days of the **Active Assailant Event**.

(h) **Other Expenses**

Any other costs incurred with the prior written consent of the **Company** to mitigate the adverse effects of the **Active Assailant Event**.

2. Definitions

2.1 **Active Assailant** means a person or group of persons actively engaged in killing or attempting to kill or cause serious bodily injury to a person or group of persons.

2.2 **Active Assailant Event** means:

(a) a premeditated malicious physical attack by an **Active Assailant** who is physically present and armed with a **Hand-Held Weapon**; and

(b) any action of the **Relevant Authority** taken in suppressing, controlling or minimising the immediate consequences of such an attack;

which causes **Damage** and/or bodily injury or death, and which affects three (3) or more persons (other than the **Active Assailant**) physically present during the attack.

2.3 **Business** means the **Insured's** business activities described on the Schedule.

2.4 **Business Interruption Loss** means the actual loss sustained by the **Insured** during the **Period of Restoration** resulting directly from the reasonable and necessary interruption of business at the **Premises**, but not exceeding the reduction in **Gross Earnings** less charges and expenses which are not necessarily incurred during the interruption of the business.

2.5 **Damage** means physical loss, physical destruction or physical damage.

2.6 **Employee** means:

(a) a person under a contract of employment or contract of service or apprenticeship with the **Insured**;

(b) a person deemed to be an employee under any workers' compensation, unemployment compensation, social security, disability or similar laws; or

(c) any volunteer or person undertaking work experience with the **Insured**;

working for and under the control of the **Insured** in connection with the **Business**.

2.7 **Extra Expense** means the expenses that are reasonably and necessarily incurred for the purpose of reducing the **Business Interruption Loss** and such expenses, in excess of normal, as would necessarily be incurred in replacing any **Finished Stock** used by the **Insured** to reduce the **Business Interruption Loss**. **Extra Expense** is limited to the excess (if any) of the total cost during the **Period of Restoration** chargeable to the conduct of the **Insured**'s business over and above the total cost that would normally have been incurred to conduct the **Insured**'s business during the same period had no loss or **Damage** occurred

This provision applies in respect of any one **Occurrence** regardless of the number of locations or **Properties Insured** requiring **Extra Expense.**

2.8 **Finished Stock** means stock manufactured by the **Insured** which in the ordinary course of the **Insured**'s businesses ready for packing, shipment or sale. For purpose of **Gross Earnings** calculations, **Finished Stock** means the value of **Raw Stock** and labor expenses, plus the proper proportion of manufacturing overhead charges.

2.9 **Gross Earnings** means for the assessment of premium and for adjustment in the event of loss, the sum of:

1. Total net sales value of production or sales of **Merchandise**; and
2. Other earnings derived from the operations of the **Insured**'s business;

less the cost of:

3. **Raw Stock** from which production is derived;
4. Supplies consisting of materials consumed directly in the conversion of such **Raw Stock** into **Finished Stock**, or in supplying the services sold by the **Insured**;
5. **Merchandise** sold including packaging materials therefor;
6. Materials and supplies consumed directly in supplying the service(s) sold by the **Insured**;
7. Service(s) purchased from outsiders (not employees of the **Insured**) for resale which do not continue under contract; and
8. The difference between the cost of production and the net selling price of **Finished Stock** which has been sold but not delivered.

No other costs shall be deducted in determining **Gross Earnings**.

In determining **Gross Earnings** due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2.10 **Hand-Held Weapon** means any hand-held instrument or hand-held explosive device or explosive device worn on the body that is used by the **Active Assailant** to cause direct physical loss or physical damage and/or bodily injury or death. Hand-Held Weapon includes any **Road Vehicle** that is used by the **Active Assailant** to cause, and is occupied by the **Active Assailant** at the time of, **Damage** and/or bodily injury or death.

2.11 **Indemnity Period** means one hundred and eighty (180) days from the start of an **Active Assailant Event**.

2.12 **Ingress/Egress** means a determination by the **Relevant Authority** that, in consequence of an **Active Assailant Event** occurring within one thousand five hundred (1,500) feet of the **Premises** during the **Coverage Period**, the **Insured**'s operations conducted at the **Premises** must be temporarily or permanently ceased in whole or in part.

2.13 **Insured** means the entity named as such in the Schedule.

2.14 **Company** means the Company(s) named on the first page of this **MOC**.

2.15 **Occurrence** means any one loss and/or series of losses arising out of and directly occasioned by one **Active Assailant Event** or series of **Active Assailant Events** for the same purpose or cause. The duration and extent of any one **Occurrence** shall be limited to all **Damage** to **Property Insured** and/or bodily injury or death during any period of seventy two (72) consecutive hours arising out of the same purpose or cause.

However no such period of seventy two (72) consecutive hours may extend beyond the expiration of this **MOC** unless there is **Damage** to **Property Insured** and/or bodily injury or death by one **Active Assailant Event** or series of **Active Assailant Events** prior to expiration and within said period of seventy two (72) consecutive hours nor shall any period of seventy two (72) consecutive hours commence prior to the attachment of this **MOC**.

2.16 **Merchandise** means goods kept for sale by the **Insured** which are not the product of manufacturing operations conducted by the **Insured**.

2.17 **Period of Restoration** means the period of time commencing with the happening of the **Active Assailant Event** and ending when:

(a) in respect of **Business Interruption Loss** and **Extra Expense** under 1.2(a), with the exercise of due diligence and dispatch, the repair, rebuilding or replacement of such part of the **Property Insured** as has been destroyed or damaged can be completed; or

(b) in respect of **Business Interruption Loss** and **Extra Expense** under 1.2(b) and (e), the **Insured's** operations conducted at the **Premises** can be resumed; or

(c) in respect of **Business Interruption Loss** and **Extra Expense** under 1.2(c) and (d), the **Relevant Authority** withdraws its determination that the **Insured**'s operations conducted at the **Premises** must be temporarily or permanently ceased in whole or in part, but never more than thirty (30) days;

and not limited by expiration of this **MOC**.

This **MOC** also covers such additional length of time, limited to thirty (30) days, to restore the **Insured'**s business to the condition that would have existed had no loss occurred, commencing with the date on which the liability of the **Company** would otherwise terminate in accordance with (a), (b) or (c) above.

However, the liability of the **Company** in respect of **Business Interruption Loss** and **Extra Expenses** shall never exceed the **Indemnity Period**.

2.18 **MOC** means this document, the Schedule and any endorsements attached to it.

2.19 **Coverage Period** means the period stated as such in the Schedule.

2.20 **Premises** means the location specified in the schedule of values provided to the Company, which is owned by or is the responsibility of the **Insured** and the location of any events organised by the **Insured** within the covered jurisdictions.

2.21 **Property Insured** means all real and personal physical property of every kind and description (except as specifically excluded) belonging to the **Insured** or for which the **Insured** is responsible or has assumed responsibility to insure prior to the occurrence of any loss or destruction or damage, as at the inception of this **MOC**.

2.22 **Raw Stock** means material in the state in which the **Insured** receives it for conversion into **Finished Stock.**

2.23 **Referral Area** means Afghanistan, Algeria, Burundi, Cabinda, Central African Republic, Colombia, Congo, Cuba, Democratic Republic of Congo, Ecuador, Egypt, Eritrea, Ethiopia, Georgia, Iraq, Ivory Coast, Jammu and Kashmir, Liberia, Libya, Mali, Mauritania, Myanmar, Nagorno-Karabakh, Nigeria, North Caucasian Federal District, Ukraine, Pakistan, Palestine, Russia, Somalia, South Sudan, Syria, The Republic of Sudan, Yemen, Boston 02108, 02109, 02110, 02111, 02116, Calgary T2, Chicago 60601 through to 60611, London Zone A (E1, E14, EC1, EC2, EC3, EC4, SE1, SW1, W1, WC1 and WC2), New York City 10001 through to 10029, 10036, 10038, 10047, 10048 and zip codes beginning 101 and 102, San Francisco 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110 and 94111, Singapore 01 through to 06, Toronto M5.

2.24 **Relevant Authority** means the present national or local authority with jurisdiction over the location of the **Active Assailant Event**, including any civil, law enforcement or military authority.

2.25 **Road Vehicle** means a private or commercial land-based vehicle intended for use on public roads, including motorcycles, automobiles, or trucks.

3. Conditions

3.1 **Misrepresentation**

If the **Insured** has not told **Company's** about or has misrepresented any facts or circumstances which might affect **Company's** decision to provide coverage or the terms of that coverage, **Company's** may refuse to pay a claim or **Company's** may treat this coverage as though it had never existed.

3.2 **Proof of Loss**

It is a condition precedent to the liability of the **Company** that the **Insured** proves that the **Insured** was:

(a) wholly or partially prevented from producing **Merchandise**;

(b) unable to make up lost production within a reasonable period of time, not limited to the **Period of Restoration**;

(c) unable to continue operations during the **Period of Restoration**; and

(d) able to demonstrate **Business Interruption Loss**.

3.3 **Abandonment**

There shall be no abandonment of any property to the **Company**.

3.4 **Assignment**

Assignment or transfer of this **MOC** or any claim hereunder shall not be valid except with the prior written consent of the **Company**.

3.5 **Burden of Proof**

In any claim and/or action, suit or proceeding to enforce a claim for loss under this **MOC**, the burden of proving that the loss is recoverable under this **MOC** and that no limitation or exclusion of this **MOC** applies and the quantum of loss shall fall upon the **Insured**.

3.6 **Cancellation**

This MOC may be cancelled by the Named Insured at any time by written notice or surrender of this MOC. This MOC may also be cancelled by or on behalf of the Company by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first class mail at the Named Insured's address as shown in this MOC, written notice, not less than ninety (90) days prior to the effective date of cancellation. The mailing of such notice as aforesaid shall be sufficient proof and this MOC and shall terminate at the date and hour specified in such notice. Notwithstanding what has been stated above, however, should this MOC be cancelled for non- payment of assessment, the Company shall only be required to give the Named Insured ten (10) days notice.

If this coverage in total shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium hereon. If the Company elects to cancel coverage mid-term, then such cancellation shall be handled on a pro-rata basis without short rate penalty.

Payment or tender of any unearned premium by the Company shall not be condition precedent to the effectiveness of cancellation but such payment shall be made forthwith.

Cancellation shall not affect coverage on any shipment in transit on date of cancellation.

Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

3.7 It is understood and agreed that if the Named Insured cancels this MOC, the MOC is subject to 25% minimum earned premium regardless of the length of time coverage is in force. **Change in Circumstances**

The **Insured** shall notify the **Company** of any change of circumstances which would materially affect this coverage as soon as possible on discovery.

3.8 Claims Requirements

(a) If the **Insured** makes a claim under this **MOC** the **Insured** must give the **Company's** such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of the claim. If required by the **Company**, the **Insured** must submit to examination under oath by any person designated by the **Company**.

(b) The **Insured** must provide a signed and sworn proof of loss within sixty (60) days after the occurrence of any loss, damage, cost or expense (unless such period be extended by the written agreement of **Company**) stating full particulars of the amount including when and how it was incurred. The **Insured** shall also produce any documentary evidence, including but not limited to accounts and supporting documents, invoices and the like for the period of twenty four (24) months immediately preceding the occurrence of the **Active Assailant Event** through to the present time, as may be required by **Company's** and their representatives, to support their investigations, and shall afford them every assistance in their investigations.

(c) Following an **Active Assailant Event**, the **Insured** agrees to pursue any available recovery under any government compensation plan or other similar scheme for the benefit of the **Company's.**

(d) The **Insured** will take all reasonable steps to mitigate its losses, such as by using alternative premises if possible and/or resuming normal business operations as soon as possible.

3.9 Declared Values – Underinsurance, Additions, Deletions and Changes

a. The following are applicable in the context of a claim under this **MOC**.

b. The following is applicable throughout the **Coverage Period**.

3.9.1 Automatic coverage shall also apply, for no additional/return premium, to any:

(a) increases or reductions to insured values at following a revaluation of **Property Insured** at the **Premises** and/or due to any construction and/or renovation work at the **Premises**;

(b) additional property and/or interests of the type already insured by this **MOC** which may be acquired or otherwise become at the risk of the **Insured** during the **Coverage Period**;

(c) unintentional error in the valuation of **Property Insured**;

provided always that:

1. the total of any increase in insured values during the **Coverage Period** in respect of (a), (b) and (c) above does not exceed fifteen per cent (15%) of the total declared values at inception; and
2. additional property and/or interests stated in (b) above shall not include any property located within a **Referral Area** or within countries not already covered on the schedule of locations declared at inception; and
3. any increase in value and/or unintentional error in valuation of **Property Insured** at any individual location within a **Referral Area** does not exceed fifteen per cent (15%) of that individual declared location value; and
4. any unintentional error in the valuation of the **Property Insured** must be reported by the **Insured** to the **Company's** as soon as possible on discovery and corrected.

3.10 Dispute Resolution and Governing Law

Any dispute, controversy or claim arising out of or relating to this **MOC**, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules.

The tribunal will consist of a sole arbitrator. The place of the arbitration will be New York. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

The proper law of this contract, and of the arbitration agreement, shall be the law of the country or state specified in the Schedule.

3.11 Due Diligence

The **Insured** (and all of the **Insured's** agents, sub- or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the **Property Insured**, to avoid or diminish any loss, damage cost or expense of any nature herein insured and to secure compensation for any such loss, damage, cost or expense including taking or preserving action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

The **Insured** agrees to pursue any available recovery under any government compensation plan or other similar scheme for the benefit of the **Company's**. The **Insured** shall allow **Company's** and their representatives access to all necessary information, documentation and accounting data in respect of any such recovery.

3.12 Expert Fees

This **MOC** includes, within the Overall Limit of Liability, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in repairing, replacing or reinstating the Property Insured following **Damage** insured under this **MOC**.

3.13 Limits of Liability and Excess

The **Company's** shall not be liable under this **MOC** for more than the Overall Limit of Liability stated in the Schedule in respect of any one **Occurrence** and in the aggregate for the **Coverage Period**.

Additional Special Coverages outlined in clause 1.3 above shall form part of and not be in addition to the Overall Limit of Liability stated in the Schedule.

Any payment by the **Company** is subject to the Waiting Period and/or Excess stated in the Schedule. During the Waiting Period, the **Company** will not be liable to make any payment which they would otherwise be required to make under the provisions of this **MOC**.

3.14 Multiple Insureds

Where there are multiple Insureds, the **Companys'** total liability for any loss, damage, cost or expense of any nature sustained by any one or more of the Insureds under this **MOC** will not exceed the Overall Limit of Liability shown in the Schedule.

3.15 Notice of Loss

The **Insured** must give notice of an **Active Assailant Event** to the **Company** as soon as reasonably practicable in writing, and in any event, within thirty (30) days from the final day of the **Coverage Period** during which the **Active Assailant Event** occurred.

3.16 Other Insurance

Where the **Insured** has the benefit of cover under any other policy or government pooling arrangement or otherwise, for losses insured under clause 1.1 and/or 1.2 above, this **MOC** shall apply only in respect of any excess beyond the amount which is or would have been covered under that other policy if this **MOC** had not been effected.

Where the **Insured** has the benefit of cover under any other policy for loss insured under clause 1.3 above, the **Company's** will deal with the claim under this **MOC** without waiting for the outcome of any contribution proceedings, but without prejudice to any right the **Company's** may have against the Company of that other policy.

3.17 Sanctions

The **Company's** shall not be deemed to provide cover and the **Company's** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company's** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3.18 Several Liability

The **Companys'** obligations under this **MOC** are several and not joint and are limited solely to their individual subscriptions. The **Company's** are not responsible for the subscription of any co-subscribing Company who for any reason does not satisfy all or part of its obligations.

3.19 Valuation

The amount payable in respect of **Damage** to **Property Insured** shall, subject always to the Overall Limit of Liability, be the cost of repairing, replacing or reinstating (whichever is the least) on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

(a) The repairs, replacement or reinstatement must be executed with due diligence and dispatch;

(b) Until repair, replacement or reinstatement has been effected the amount of liability under this **MOC** in respect of **Damage to Property** Insured shall be limited to the difference in cash value of the **Property Insured** immediately before and after the **Damage**;

(c) if repair, replacement or reinstatement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this **MOC**.

3.20 Protection Maintenance

Any protection provided for the safety of the **Property Insured** shall be maintained in good order throughout the currency of this **MOC** and shall be in use at all relevant times, and such protection shall not be withdrawn or varied to the detriment of the **Company's** without their prior consent.

3.21 False or Fraudulent claims

If the **Insured** shall make any claim knowing the same to be knowingly false or fraudulent, as regards amount or otherwise, this **MOC** shall become void and all claims and benefit hereunder shall be forfeited.

3.22 Third Party Rights

This **MOC** is effected solely between the **Insured** and the **Company's**. This **MOC** shall not confer any benefits on any third parties, including shareholders or beneficial owners, and no such third party may enforce any term of this **MOC**.

3.23 Subrogation Clause

Any release from liability entered into in writing by the **Insured** prior to loss hereunder shall not affect this **MOC** or the right of the **Insured** to recover hereunder.

In the event of any payment under this **MOC**, the **Company's** shall be subrogated to the extent of such payment to all the **Insured**'s right of recovery therefor. The **Insured** shall execute all papers required, shall cooperate with the **Company's** and, upon the **Company's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Company's** will act in concert with all other interests concerned (including the **Insured**) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(a) Any interest, (including the **Insured's**), exclusive of any deductible or self-insured retention, suffering a loss of the type covered by this **MOC** and in excess of the coverage under this **MOC** shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

(b) Out of the balance remaining, the **Company's** shall be reimbursed to the extent of payment under this **MOC**;

(c) The remaining balance, if any, shall inure to the benefit of the **Insured**, or any Company providing insurance primary to this **MOC**, with respect to the amount of such primary insurance, deductible, self-insured retention, and/or loss of a type not covered by this **MOC**.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the **Insured**, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the **Company's**, the expense thereof shall be borne by the **Company's**.

4. Exclusions

4.1 This **MOC** does not cover loss, damage, cost or expense of any nature directly or indirectly caused by or arising from:

(a) nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.

(b) war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law.

(c) chemical or biological release or exposure of any kind.

(d) seepage and/or discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

(e) attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

(f) threat or hoax.

(g) loss of use, delay or loss of markets, loss of income, loss of attraction, depreciation, fear and disinclination to travel, or reduction in functionality or any other consequential loss not specifically covered herein.

(h) third party legal liability, employers' liability, or any other legal liability whether arising under workers compensation, unemployment compensation, social security or disability laws, statutes or regulations or otherwise.

(i) any sexual misconduct, including without limitation, any physical acts, gestures, spoken or written words of a sexual nature, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, or sexual exploitation.

(j) gang or drug related crime or violence, organised crime or armed robbery, or fights or brawls.

(k) strikes, labour unrest, riots or civil commotion.

(l) any vehicle-borne or remotely detonated explosive device.

(m) **Business Interruption Loss** caused by an **Active Assailant Event** at a facility supplying gas, electric, water or telephone to the **Premises**.

4.2 **Property Insured** shall not include:

(a) land or land values.

(b) power transmission, feeder lines or pipelines not on the **Premises**.

(c) aircraft or any other aerial device, or watercraft.

(d) any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared to the **Company's** and is located at the **Premises** at the time of **Damage**.

(e) electronic data.

(f) animals, plants or living things of all types.

PROGRAM AND/OR NAMED INSURED AND/OR DECLARATION SPECIFIC ENDORSEMENTS TO BE PROVIDED AFTER THE ABOVE PAGE

ENDORSEMENT NO. 1 - ACTIVE ASSAILANT EXTENSION
FUNERAL EXPENSES ENDORSEMENT

Company's at no additional premium hereby agree to provide the **Insured** with a sub-limit of **USD 250,000** each and every **Active Assailant Event** for reasonable expense costs associated with the provision of **Funeral Expenses** in connection with an **Active Assailant Event**. Such expense costs are additionally sub-limited to an amount of **USD 25,000** for each deceased person.

This Endorsement additionally includes such expense costs associated with the provision of such **Funeral Expenses** of employees of the **Insured**, or of employees of any third party with whom the **Insured** has contracted for services, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Insured** or such contracted third party.

This sub-limit(s) of expense costs is inclusive of all direct associated expenses with respect to the related funeral(s). Furthermore this sub-limit of liability is part of and not in addition to the limit of liability as stated within the schedule.

This Endorsement insures **Funeral Expenses** incurred in connection with an **Active Assailant Event** that occurs during the **Coverage Period**. This Endorsement does not insure any **Active Assailant Event** that first takes place prior to the inception date of this coverage, nor any **Active Assailant Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage.

If a word is in boldface, please read the definitions section of the MOC to which this Endorsement is attached.

Funeral Expenses means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s). This includes:

- personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.

- Supplementary charges, which include bringing the deceased into the undertakers care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.

- The cost of the coffin or casket.

- Additional charges such as limousines, additional mileage and cremation casket.

- Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by the Insured, or on the Insured's behalf, in connection with any of the foregoing.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT NO. 2 - ACTIVE ASSAILANT EXTENSION
DEMOLITION, CLEARANCE, AND MEMORIALISATION COSTS EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Active Assailant MOC to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this MOC is extended to cover the reasonable and necessary costs, as described below, incurred by the **Insured** as a direct result of a **Active Assailant Event**, as defined by the Active Assailant MOC:

1) The costs incurred to demolish any portions of the building, structure, or detached outbuilding at the **Premises** of the **Insured** which has been the location of an **Active Assailant Event** insured under the Active Assailant MOC to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **Active Assailant Event**;

2) The costs incurred in the removal from the **Premises** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **Premises.**

3) The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **Active Assailant Event**. If any such building, structure, or detached outbuilding described above is not demolished and cleared in accordance with paragraphs 1) and 2), then any costs incurred under this paragraph 3) shall be sublimited to an amount of USD 10,000 in respect of each and every **Active Assailant Event**.

This Endorsement insures **Active Assailant Event** that occurs during the **Coverage Period**. This Endorsement does not insure any **Active Assailant Event** that first takes place prior to the inception date of this coverage, nor any **Active Assailant Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage.

If a word is in boldface, please read the definitions clause of this Demolition, Clearance, and Memorialisation Costs Extension Endorsement and the definitions section of the Deadly Weapon Protection MOC to which this Endorsement is attached.

LIMIT OF LIABILITY

The **Companys'** maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

a) USD 250,000 in respect of each and every **Active Assailant Event.** The limit of liability of this Extension is part of and not in addition to the limit as stated within the schedule.
b) The amount(s) actually incurred by the **Insured** in accordance with the coverage provided by this Demolition, Clearance, and Memorialisation Costs Extension Endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT NO. 3 - COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies coverage provided by the MOC:

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

PR4225 (07/13)

ENDORSEMENT NO. 4 - WAR AND TERRORISM EXCLUSION ENDORSEMENT
(Not applicable to Section IX TERRORISM INCLUDING SABOTAGE EXTENSION, or, Section X ACTIVE ASSAILANT EXTENSION)

Notwithstanding any provision to the contrary within this coverage or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this coverage the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

NMA2918 08/10/2001

ENDORSEMENT NO. 5 - COMMUNICABLE DISEASE ENDORSEMENT

This endorsement modifies coverage provided by the MOC:

1. This MOC, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of coverage. Consequently and notwithstanding any other provision of this MOC to the contrary, this MOC does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

    2.1. for a Communicable Disease, or

    2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

    3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

    3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

    3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT NO. 6 - PROPERTY CYBER AND DATA ENDORSEMENT

This endorsement modifies coverage provided by the MOC:

1 Notwithstanding any provision to the contrary within this MOC or any endorsement thereto this MOC excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to all the terms, conditions, limitations and exclusions of this MOC or any endorsement thereto, this MOC covers physical loss or physical damage to property insured under this MOC caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3 Subject to all the terms, conditions, limitations and exclusions of this MOC or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this MOC, then this MOC will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this MOC excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5 This endorsement supersedes and, if in conflict with any other wording in the MOC or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11 Data Processing Media means any property insured by this MOC on which Data can be stored but not the Data itself.

LMA5400
11 November 2019

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT NO. 7 – AMENDMENTS TO THE PROPERTY MOC WORDING

1. **SECTION I - GENERAL PROVISIONS; G. DEDUCTIBLE PROVISIONS** are deleted and replaced with the following:

G. DEDUCTIBLE PROVISIONS

The Company shall be liable for each loss separately occurring for the sum of all losses arising from the same "occurrence" excess of USD250,000, except excess of:

- Self Insured Retention being: USD2,000,000 per occurrence and in the annual aggregate Excess of
- Additional Self Insured Retention being: USD250,000 per occurrence and USD1,000,000 in the annual aggregate which in turn Excess of Member Deductible of USD250,000 per occurrence, except as follows:
- Wildfire: USD2,500,000 per occurrence in respect of all members combined except North Bay, which USD250,000 per occurrence. In the event that North Bay and another member / other members are affected by the same Wildfire occurrence, both deductibles will apply to their respective loss.
- High Hazard Flood: USD500,000 per occurrence in respect of locations situated wholly or partially within a Special Flood Hazard Area (SFHA), areas as defined by the Federal Emergency Management Agency (FEMA)
- Service Interruption:

Coverage is provided when the duration of the interruption is in excess of twenty four (24)hours.

When the waiting period has expired, coverage will apply excess of the applicable deductible.

- Boiler and Machinery Breakdown: USD100,000 per occurrence
- Boiler and Machinery Breakdown, Flood and Wildfire losses do not contribute to the erosion of SPA's Self-Insured Retentions.

Other than Wildfire If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable.
Deductibles are shown on the Declaration Page, or by endorsement and may vary by SPA Member
Unless a more specific deductible is applicable for a particular loss, the "USD 250,000" Deductible shown above, shall apply per occurrence. The company will not pay for loss or damage in any one occurrence until the amount of the loss or damage exceeds the applicable deductible.

"Vehicle Physical Damage deductible" - if Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off premises on a per occurrence basis, unless otherwise stated. If "Off-Premises" coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk "Basic Deductible".

2. **SECTION II - PROPERTY DAMAGE; B. EXTENSIONS OF COVERAGE; 21. ACCIDENTAL CONTAMINATION** is deleted and replaced with the following:

This MOC is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to

restore the covered property to the same condition as existed prior to loss. All accidental contamination, discharge or dispersal including that as a result is itself caused by physical damage to covered property by fire, lightning, flood, earth movement, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to $ 1,000,000 per occurrence for all properties combined.

For the purposes of this Accidental Contamination clause only, the term “Covered Property”, as covered by this MOC, is held to include Land (and Land Values) on which Covered Property is located whether or not the same are excluded by this MOC.

It is further understood and agreed that this coverage clause shall not override anything contained in Asbestos Clean Up and Removal in this MOC.

This Endorsement Number 5 is only applicable to the London portion of the placement under contract number: B128420283W20

Pioneer Union Elementary School District (73379)
Berry Creek Elementary School Rebuild

Total Costs	
Revenue Sources	
Total Available Funds to Contribute (Based on FH Review)	$2,213,644.00
Grand Total	**$2,213,644.00**
Building A Costs (Estimated)	
Planning	$292,692.77
Construction	$7,962,000.00
Contingency	$796,200.00
Grand Total	**$9,050,892.77**
Other Site Costs	**$291,591.72**
Grand Total Costs	**$9,342,484.49**
Grand Total Revenue	**$2,213,644.00**
District Shortfall for Building A	**($7,128,840.49)**

SAB Meeting: **August 19, 2025** **New Construction - Natural Disaster Assistance**

APPLICANT DATA

Applicant:	Pioneer Union Elementary School	**PTN:**	73379-001
Application No:	51/73379-00-002	**County:**	Butte
School Name:	Berry Creek Elementary		

HISTORY OF PROJECT FUNDING

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
NC/Add. Grant	**902-300**	**2**	**$**	**$** 5,138,366.46	**$** 5,138,366.46
Applicant Share					
District Contribution				2,213,644.00	
Financial Hardship	**902-300**	**2**		1,990,474.03	1,990,474.03
Total			**$ 0.00**	**$ 9,342,484.49**	**$ 7,128,840.49**
Funding Source:	**Proposition 2 Bonds/2024-Nov.**				

APPLICATION DATA

Local Funding Adjustment Points	**11**

PROGRAM GRANT DATA

Subtotal/State Share (50%)	**$**	4,671,242.24
Subtotal/Applicant Share (50%)		4,671,242.25
Subtotal - Total Project Cost	**$**	**9,342,484.49**
Local Funding Adjustment (5%)	**$**	467,124.22
Total State Share (55%)		5,138,366.46
Applicant Share (45%)		4,204,118.03
Total Project Cost	**$**	**9,342,484.49**

STIPULATED TERMS & NEXT STEPS

This application is placed on the Unfunded List (Lack of AB 55 Loans) pursuant to the Board's action on March 11, 2009. This approval does not constitute a guarantee or commitment of future state funding.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The Applicant is required to submit a signed Grant Agreement for the project prior to or concurrent with a valid Fund Release Authorization (Form SAB 50-05). Failure to submit an executed Grant Agreement and valid Form SAB 50-05 prior to the deadline shall result in the Apportionment being rescinded without further Board action.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

The application qualifies for a Local Funding Adjustment pursuant to Education Code Section 17070.59. The required matching share from local sources is shown at the 50/50 State and Applicant share for New Construction and have been adjusted based on the eligible applicant points.

This project is provided funding pursuant to Education Code Section 17075.20 for other assistance following a natural disaster. Any Apportionment provided in accordance with this section shall be adjusted for funding received from insurance proceeds or government disaster assistance for the same purpose or scope of work funded by the Apportionment, as follows: reduced by 55 percent of the funding received from insurance proceeds or government disaster assistance. Any insurance proceeds and/or government disaster assistance collected shall be reported to OPSC in the form of an annual narrative from the date the application was submitted to OPSC until all claims for insurance proceeds and requests for government disaster assistance are closed.

The Applicant must submit a five-year master plan, in accordance with Education Code Section 17070.54, at the time the applicant submits the 100 percent complete *Expenditure Report* (Form SAB 50-06).

This project is subject to the substantial progress and expenditure reporting requirements as approved by the Board at this meeting and stated in the Grant Agreement.

Information Items

TENTATIVE WORKLOAD

September 2025

ACTION ITEMS

Proposed SFP Regulations for the Energy Efficiency Modernization Supplemental Grant and the Career Technical Education Facilities Modernization Supplemental Grant

Proposed SFP Regulations for the Facility Hardship/Seismic Mitigation Program

REPORTS, DISCUSSION and INFORMATION ITEMS

Standard Information Items

FINANCIAL REPORTS

Status of Fund Releases

Status of Funds

TENTATIVE WORKLOAD

October 2025

ACTION ITEMS

REPORTS, DISCUSSION and INFORMATION ITEMS

Standard Information Items

FINANCIAL REPORTS

Status of Fund Releases

Status of Funds

TENTATIVE WORKLOAD

December 2025

ACTION ITEMS

REPORTS, DISCUSSION and INFORMATION ITEMS

Standard Information Items

FINANCIAL REPORTS

Status of Fund Releases

Status of Funds

APPEALS

Received as of July 31, 2025

Appeal Received Date	District/County	Tentative SAB Date*	Description
2/16/2024	Alpaugh USD/Tulare	TBD	District requests reconsideration of audit findings for two Facility Hardship Program applications.
12/10/2024	Weed Union ESD/Siskiyou	TBD	District requests Financial Hardship status based upon other evidence of reasonable effort as approved by the State Allocation Board for a Facility Hardship Program application.
5/2/2025	Los Angeles USD/Los Angeles	9/24/25	District requests equipment substitutions for a State Allocation Board-approved Career Technical Education Facilities Program funding application.
7/30/2025	Happy Camp Union ESD/ Siskiyou	12/3/25	District requests a 15-percent geographic factor augmentation for a State Allocation Board-approved California Preschool, Transitional Kindergarten, Full-Day Kindergarten Facilities Grant Program funding application.
7/31/2025	Orland Joint USD/Glenn	12/3/25	District requests to reinstate a State Allocation Board-approved California Preschool, Transitional Kindergarten, Full-Day Kindergarten Facilities Grant Program funding application and extend the time limit on fund release deadline.

*Please note: Tentative SAB Date is not a guaranteed meeting date and may be subject to change.

STATE ALLOCATION BOARD MEETING DATES

The State Allocation Board (SAB) meeting dates for the 2025 calendar year are as follows:

Board Date*	Type of Meeting
September 24, 2025	Monthly (Consent/Appeals/Action)
October 22, 2025	Monthly (Consent/Appeals/Action)
December 3, 2025	Monthly (Consent/Appeals/Action)

*The projected board dates and time will be determined upon the discussion with the Chair based on workload.

The SAB meets at 4:00 p.m. when the State Legislature is in session and at 3:00 p.m. when the State Legislature is out on recess.

Due to scheduling changes within the Legislature, some of the SAB meetings may be canceled or changed with short notice.

INFORMATION ITEM

SCHOOL FACILITY PROGRAM
NEW CONSTRUCTION AND MODERNIZATION UNFUNDED LIST
(as of June 25, 2025)

The New Construction and Modernization projects on this list have received an “unfunded” approval by the State Allocation Board (SAB). Note than an “unfunded” approval does not guarantee a future apportionment by the SAB.

Published monthly in the SAB Agenda.

This report is also located on the OPSC Website

Unfunded Approvals
as of June 25, 2025 SAB

County	School District	Application Number	Program	Approval	Received Date	SAB Unfunded Approval	Financial Hardship Apportionment	Loan	State Share	Total Apportionment	Cumulative Amount	Submitted Certification Letter May 2025	Grant Agreement Received as of 06/25/2025
LOS ANGELES	ROWLAND UNIFIED	51/73452-00-001	Facility Hardship	G	10/30/2024	4/23/2025	0.00	0.00	2,933,457.00	2,933,457.00	2,933,457.00	Yes	Yes
SISKIYOU	DUNSMUIR JOINT UNION HIGH	51/70250-00-001	Facility Hardship	G	11/4/2024	4/23/2025	0.00	0.00	1,471,152.00	1,471,152.00	4,404,609.00	Yes	Yes
SANTA BARBARA	BUELLTON UNION ELEMENTARY	58/69138-00-001	Rehabilitation	G	1/13/2025	4/23/2025	0.00	0.00	109,853.00	109,853.00	4,514,462.00	Yes	Yes
LAKE	KONOCTI UNIFIED	51/64022-00-001	Facility Hardship	G	1/24/2025	5/28/2025	0.00	0.00	1,599,169.00	1,599,169.00	6,113,631.00	Yes	No
STANISLAUS	SHILOH ELEMENTARY	58/71274-00-002	Rehabilitation	G	3/6/2025	6/25/2025	0.00	0.00	532,780.92	532,780.92	6,646,411.92	No	No
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-02-003	Charter	D	6/3/2022	7/25/2023	0.00	0.00	836,553.50	836,553.50	7,482,965.42	No	Yes
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-02-004	Charter	D	6/3/2022	7/25/2023	0.00	0.00	715,159.50	715,159.50	8,198,124.92	No	Yes
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-06-001	Charter	D	6/3/2022	12/4/2023	0.00	0.00	1,258,718.70	1,258,718.70	9,456,843.62	No	No
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-06-002	Charter	D	6/3/2022	12/4/2023	0.00	0.00	376,548.00	376,548.00	9,833,391.62	No	No
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-05-019	Modernization	G	11/15/2021	2/26/2025	0.00	0.00	11,027,565.00	11,027,565.00	20,860,956.62	Yes	Yes
SAN LUIS OBISPO	PASO ROBLES JOINT UNIFIED	50/75457-00-006	New Construction	G	12/14/2021	2/26/2025	0.00	0.00	608,000.00	608,000.00	21,468,956.62	Yes	Yes
LOS ANGELES	GLENDALE UNIFIED	57/64568-00-050	Modernization	G	12/17/2021	2/26/2025	0.00	0.00	3,507,709.00	3,507,709.00	24,976,665.62	Yes	No
SACRAMENTO	SAN JUAN UNIFIED	57/67447-00-074	Modernization	G	12/17/2021	2/26/2025	0.00	0.00	3,642,424.00	3,642,424.00	28,619,089.62	Yes	Yes
LOS ANGELES	HERMOSA BEACH CITY ELEMENTA	57/64600-00-011	Modernization	G	12/20/2021	2/26/2025	0.00	0.00	1,420,911.00	1,420,911.00	30,040,000.62	Yes	No
LOS ANGELES	LONG BEACH UNIFIED	57/64725-00-048	Modernization	G	12/20/2021	2/26/2025	0.00	0.00	5,723,734.00	5,723,734.00	35,763,734.62	Yes	No
SAN JOAQUIN	STOCKTON UNIFIED	57/68676-00-043	Modernization	G	12/20/2021	2/26/2025	0.00	0.00	5,189,557.00	5,189,557.00	40,953,291.62	Yes	No
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-00-737	Modernization	G	12/23/2021	2/26/2025	0.00	0.00	3,900,332.00	3,900,332.00	44,853,623.62	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-38-024	Modernization	G	12/23/2021	2/26/2025	0.00	0.00	20,946,910.00	20,946,910.00	65,800,533.62	Yes	Yes
KINGS	HANFORD JOINT UNION HIGH	57/63925-00-006	Modernization	G	1/3/2022	2/26/2025	0.00	0.00	7,512,044.00	7,512,044.00	73,312,577.62	Yes	Yes
SONOMA	CLOVERDALE UNIFIED	50/70656-00-001	New Construction	G	1/4/2022	2/26/2025	0.00	0.00	3,868,341.00	3,868,341.00	77,180,918.62	Yes	Yes
SONOMA	CLOVERDALE UNIFIED	50/70656-00-002	New Construction	G	1/4/2022	2/26/2025	0.00	0.00	588,068.00	588,068.00	77,768,986.62	Yes	Yes
KINGS	HANFORD JOINT UNION HIGH	57/63925-00-007	Modernization	G	1/4/2022	2/26/2025	0.00	0.00	10,921,870.00	10,921,870.00	88,690,856.62	Yes	Yes
SACRAMENTO	SAN JUAN UNIFIED	57/67447-00-075	Modernization	G	1/4/2022	2/26/2025	0.00	0.00	3,312,233.00	3,312,233.00	92,003,089.62	Yes	Yes
SONOMA	CLOVERDALE UNIFIED	57/70656-00-004	Modernization	G	1/4/2022	2/26/2025	0.00	0.00	930,916.00	930,916.00	92,934,005.62	Yes	Yes
LOS ANGELES	SOUTH PASADENA UNIFIED	50/65029-00-006	New Construction	G	1/6/2022	2/26/2025	0.00	0.00	567,654.00	567,654.00	93,501,659.62	Yes	Yes
LOS ANGELES	SOUTH PASADENA UNIFIED	50/65029-00-007	New Construction	G	1/6/2022	2/26/2025	0.00	0.00	1,477,763.00	1,477,763.00	94,979,422.62	Yes	Yes
LOS ANGELES	SOUTH PASADENA UNIFIED	50/65029-00-008	New Construction	G	1/6/2022	2/26/2025	0.00	0.00	586,619.00	586,619.00	95,566,041.62	Yes	Yes
LOS ANGELES	SOUTH PASADENA UNIFIED	57/65029-00-008	Modernization	G	1/6/2022	2/26/2025	0.00	0.00	1,607,429.00	1,607,429.00	97,173,470.62	Yes	Yes
LOS ANGELES	SANTA MONICA-MALIBU UNIFIED	57/64980-00-024	Modernization	G	1/7/2022	2/26/2025	0.00	0.00	2,883,388.00	2,883,388.00	100,056,858.62	Yes	Yes
SAN JOAQUIN	LODI UNIFIED	57/68585-00-020	Modernization	G	1/7/2022	2/26/2025	0.00	0.00	15,577,871.00	15,577,871.00	115,634,729.62	Yes	Yes
LOS ANGELES	SANTA MONICA-MALIBU UNIFIED	57/64980-00-025	Modernization	G	1/10/2022	2/26/2025	0.00	0.00	265,712.00	265,712.00	115,900,441.62	Yes	Yes
LOS ANGELES	SANTA MONICA-MALIBU UNIFIED	57/64980-00-026	Modernization	G	1/10/2022	2/26/2025	0.00	0.00	317,569.00	317,569.00	116,218,010.62	Yes	Yes
SACRAMENTO	SAN JUAN UNIFIED	57/67447-00-076	Modernization	G	1/11/2022	2/26/2025	0.00	0.00	2,043,536.00	2,043,536.00	118,261,546.62	Yes	Yes
SOLANO	VACAVILLE UNIFIED	57/70573-00-018	Modernization	G	1/12/2022	2/26/2025	0.00	0.00	1,708,161.00	1,708,161.00	119,969,707.62	Yes	Yes
SAN LUIS OBISPO	LUCIA MAR UNIFIED	57/68759-00-020	Modernization	G	1/13/2022	2/26/2025	0.00	0.00	1,837,750.00	1,837,750.00	121,807,457.62	Yes	Yes
SAN BERNARDINO	SNOWLINE JOINT UNIFIED	57/73957-00-002	Modernization	G	12/20/2021	3/26/2025	0.00	0.00	17,703,653.00	17,703,653.00	139,511,110.62	Yes	No
SAN JOAQUIN	LODI UNIFIED	50/68585-00-030	New Construction	G	1/7/2022	3/26/2025	0.00	0.00	22,250,069.00	22,250,069.00	161,761,179.62	Yes	No
SAN DIEGO	CHULA VISTA ELEMENTARY	50/68023-04-002	New Construction	G	1/11/2022	3/26/2025	0.00	0.00	17,093,009.98	17,093,009.98	178,854,189.60	Yes	Yes
SAN FRANCISCO	SAN FRANCISCO UNIFIED	57/68478-00-067	Modernization	G	1/14/2022	3/26/2025	0.00	0.00	5,668,600.00	5,668,600.00	184,522,789.60	Yes	Yes
TULURE	VISALIA UNIFIED	57/72256-00-034	Modernization	G	1/18/2022	3/26/2025	0.00	0.00	5,685,434.00	5,685,434.00	190,208,223.60	Yes	Yes
MENDOCINO	MENDOCINO UNIFIED	57/65581-00-007	Modernization	G	1/19/2022	3/26/2025	0.00	0.00	1,693,672.00	1,693,672.00	191,901,895.60	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	57/61259-00-072	Modernization	G	1/20/2022	3/26/2025	0.00	0.00	16,578,600.00	16,578,600.00	208,480,495.60	Yes	Yes
SANTA CLARA	FREMONT UNION HIGH	57/69468-00-017	Modernization	G	1/25/2022	3/26/2025	0.00	0.00	3,619,142.00	3,619,142.00	212,099,637.60	Yes	Yes
SAN LUIS OBISPO	LUCIA MAR UNIFIED	57/68759-00-021	Modernization	G	1/26/2022	3/26/2025	0.00	0.00	1,726,973.00	1,726,973.00	213,826,610.60	Yes	Yes
SAN LUIS OBISPO	LUCIA MAR UNIFIED	57/68759-00-022	Modernization	G	1/26/2022	3/26/2025	0.00	0.00	1,590,261.00	1,590,261.00	215,416,871.60	Yes	Yes
STANISLAUS	SHILOH ELEMENTARY	57/71274-00-002	Modernization	G	1/26/2022	3/26/2025	322,335.00	0.00	542,448.00	864,783.00	216,281,654.60	Yes	Yes
LOS ANGELES	SANTA MONICA-MALIBU UNIFIED	57/64980-00-027	Modernization	G	2/2/2022	3/26/2025	0.00	0.00	501,303.00	501,303.00	216,782,957.60	Yes	Yes
LOS ANGELES	SANTA MONICA-MALIBU UNIFIED	57/64980-00-028	Modernization	G	2/2/2022	3/26/2025	0.00	0.00	875,504.00	875,504.00	217,658,461.60	Yes	Yes
SAN BERNARDINO	REDLANDS UNIFIED	57/67843-00-017	Modernization	G	2/2/2022	3/26/2025	0.00	0.00	523,802.00	523,802.00	218,182,263.60	Yes	Yes
SAN BERNARDINO	REDLANDS UNIFIED	57/67843-00-018	Modernization	G	2/2/2022	3/26/2025	0.00	0.00	1,402,626.00	1,402,626.00	219,584,889.60	Yes	Yes
SAN BERNARDINO	REDLANDS UNIFIED	57/67843-00-019	Modernization	G	2/2/2022	3/26/2025	0.00	0.00	670,113.00	670,113.00	220,255,002.60	Yes	Yes
SAN BERNARDINO	REDLANDS UNIFIED	57/67843-00-020	Modernization	G	2/2/2022	3/26/2025	0.00	0.00	1,682,807.00	1,682,807.00	221,937,809.60	Yes	Yes
LOS ANGELES	POMONA UNIFIED	57/64907-00-043	Modernization	G	2/3/2022	3/26/2025	0.00	0.00	1,984,341.00	1,984,341.00	223,922,150.60	Yes	Yes
LOS ANGELES	LONG BEACH UNIFIED	57/64725-00-049	Modernization	G	2/4/2022	3/26/2025	0.00	0.00	2,788,593.00	2,788,593.00	226,710,743.60	Yes	No
LOS ANGELES	POMONA UNIFIED	57/64907-00-044	Modernization	G	2/8/2022	3/26/2025	0.00	0.00	1,019,456.00	1,019,456.00	227,730,199.60	Yes	Yes
LOS ANGELES	POMONA UNIFIED	57/64907-00-045	Modernization	G	2/8/2022	3/26/2025	0.00	0.00	4,266,825.00	4,266,825.00	231,997,024.60	Yes	Yes
LOS ANGELES	POMONA UNIFIED	57/64907-00-046	Modernization	G	2/10/2022	3/26/2025	0.00	0.00	906,705.00	906,705.00	232,903,729.60	Yes	No
BUTTE	PARADISE UNIFIED	57/61531-00-008	Modernization	G	2/14/2022	3/26/2025	0.00	0.00	1,593,229.00	1,593,229.00	234,496,958.60	Yes	Yes
BUTTE	PARADISE UNIFIED	57/61531-00-009	Modernization	G	2/14/2022	3/26/2025	0.00	0.00	1,883,150.00	1,883,150.00	236,380,108.60	Yes	Yes
LOS ANGELES	POMONA UNIFIED	57/64907-00-047	Modernization	G	2/15/2022	3/26/2025	0.00	0.00	816,258.00	816,258.00	237,196,366.60	Yes	No
ALAMEDA	PLEASANTON UNIFIED	57/75101-00-019	Modernization	G	2/15/2022	3/26/2025	0.00	0.00	1,222,335.00	1,222,335.00	238,418,701.60	Yes	Yes
MONTEREY	MONTEREY PENINSULA UNIFIED	57/66092-00-041	Modernization	G	2/17/2022	3/26/2025	0.00	0.00	1,245,947.00	1,245,947.00	239,664,648.60	Yes	Yes
ORANGE	ANAHEIM UNION HIGH	57/66431-00-026	Modernization	G	2/17/2022	3/26/2025	0.00	0.00	1,569,447.00	1,569,447.00	241,234,095.60	Yes	No
MARIN	SAN RAFAEL CITY ELEMENTARY	57/65458-00-017	Modernization	G	2/22/2022	3/26/2025	0.00	0.00	954,161.00	954,161.00	242,188,256.60	Yes	Yes
TULARE	TIPTON ELEMENTARY	57/72215-00-002	Modernization	G	2/24/2022	3/26/2025	1,675,253.52	0.00	2,489,478.00	4,164,731.52	246,352,988.12	Yes	Yes
SANTA CLARA	FREMONT UNION HIGH	57/69468-00-018	Modernization	G	1/25/2022	4/23/2025	0.00	0.00	2,385,852.00	2,385,852.00	248,738,840.12	Yes	Yes
SANTA CLARA	FREMONT UNION HIGH	57/69468-00-019	Modernization	G	1/25/2022	4/23/2025	0.00	0.00	1,162,384.00	1,162,384.00	249,901,224.12	Yes	Yes
RIVERSIDE	RIVERSIDE UNIFIED	50/67215-00-042	New Construction	G	2/2/2022	4/23/2025	0.00	0.00	4,745,702.00	4,745,702.00	254,646,926.12	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-20-023	Modernization	G	2/11/2022	4/23/2025	0.00	0.00	22,686,446.00	22,686,446.00	277,333,372.12	Yes	Yes

Unfunded Approvals
as of June 25, 2025 SAB

County	School District	Application Number	Program	Approval	Received Date	SAB Unfunded Approval	Financial Hardship Apportionment	Loan	State Share	Total Apportionment	Cumulative Amount	Submitted Certification Letter May 2025	Grant Agreement Received as of 06/25/2025
RIVERSIDE	DESERT SANDS UNIFIED	57/67058-00-025	Modernization	G	2/15/2022	4/23/2025	0.00	0.00	3,400,612.00	3,400,612.00	280,733,984.12	Yes	Yes
RIVERSIDE	VAL VERDE UNIFIED	57/75242-00-012	Modernization	G	2/23/2022	4/23/2025	0.00	0.00	2,062,293.00	2,062,293.00	282,796,277.12	Yes	Yes
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	57/68809-00-030	Modernization	G	3/1/2022	4/23/2025	0.00	0.00	480,368.00	480,368.00	283,276,645.12	Yes	Yes
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	57/68809-00-031	Modernization	G	3/1/2022	4/23/2025	0.00	0.00	722,405.00	722,405.00	283,999,050.12	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-00-739	Modernization	G	3/2/2022	4/23/2025	0.00	0.00	2,710,264.00	2,710,264.00	286,709,314.12	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-41-008	Modernization	G	3/2/2022	4/23/2025	0.00	0.00	24,515,678.00	24,515,678.00	311,224,992.12	Yes	Yes
SAN MATEO	REDWOOD CITY ELEMENTARY	57/69005-00-017	Modernization	G	3/3/2022	4/23/2025	0.00	0.00	2,903,103.00	2,903,103.00	314,128,095.12	Yes	Yes
SANTA CLARA	MORGAN HILL UNIFIED	57/69583-00-016	Modernization	G	3/3/2022	4/23/2025	0.00	0.00	3,971,895.00	3,971,895.00	318,099,990.12	Yes	Yes
ORANGE	SANTA ANA UNIFIED	57/66670-00-066	Modernization	G	3/4/2022	4/23/2025	0.00	0.00	11,029,890.00	11,029,890.00	329,129,880.12	Yes	No
RIVERSIDE	DESERT SANDS UNIFIED	57/67058-00-026	Modernization	G	3/10/2022	4/23/2025	0.00	0.00	4,716,760.00	4,716,760.00	333,846,640.12	Yes	Yes
SAN BERNARDINO	CHAFFEY JOINT UNION HIGH	57/67652-00-008	Modernization	G	3/10/2022	4/23/2025	0.00	0.00	11,435,550.00	11,435,550.00	345,282,190.12	Yes	Yes
SACRAMENTO	NATOMAS UNIFIED	50/75283-00-028	New Construction	G	3/11/2022	4/23/2025	0.00	0.00	14,589,390.36	14,589,390.36	359,871,580.48	Yes	No
LOS ANGELES	LOS NIETOS UNIFIED	57/64758-00-010	Modernization	G	3/11/2022	4/23/2025	0.00	0.00	1,023,628.00	1,023,628.00	360,895,208.48	Yes	Yes
RIVERSIDE	CORONA-NORCO UNIFIED	57/67033-00-024	Modernization	G	3/15/2022	4/23/2025	0.00	0.00	2,849,159.00	2,849,159.00	363,744,367.48	Yes	Yes
SAN MATEO	PACIFICA	57/68932-00-011	Modernization	G	3/15/2022	4/23/2025	0.00	0.00	771,035.00	771,035.00	364,515,402.48	Yes	Yes
SACRAMENTO	NATOMAS UNIFIED	57/75283-00-008	Modernization	G	3/15/2022	4/23/2025	0.00	0.00	2,790,450.00	2,790,450.00	367,305,852.48	Yes	No
FRESNO	FRESNO UNIFIED	57/62166-00-146	Modernization	G	3/18/2022	4/23/2025	0.00	0.00	3,308,043.00	3,308,043.00	370,613,895.48	Yes	Yes
RIVERSIDE	RIVERSIDE UNIFIED	50/67215-00-043	New Construction	G	3/25/2022	4/23/2025	0.00	0.00	3,809,272.00	3,809,272.00	374,423,167.48	Yes	Yes
LOS ANGELES	WALNUT VALLEY UNIFIED	57/73460-00-015	Modernization	G	3/25/2022	4/23/2025	0.00	0.00	12,756,315.00	12,756,315.00	387,179,482.48	Yes	Yes
ORANGE	ANAHEIM UNION HIGH	57/66431-00-027	Modernization	G	3/28/2022	4/23/2025	0.00	0.00	7,445,048.00	7,445,048.00	394,624,530.48	Yes	No
ORANGE	IRVINE UNIFIED	50/73650-01-002	New Construction	G	4/4/2022	4/23/2025	0.00	0.00	228,102.00	228,102.00	394,852,632.48	Yes	Yes
ORANGE	LOWELL JOINT ELEMENTARY	57/64766-00-005	Modernization	G	4/4/2022	4/23/2025	0.00	0.00	4,565,954.00	4,565,954.00	399,418,586.48	Yes	Yes
SHASTA	REDDING ELEMENTARY	57/70110-00-010	Modernization	G	4/6/2022	4/23/2025	0.00	0.00	1,831,038.00	1,831,038.00	401,249,624.48	Yes	Yes
SAN DIEGO	SAN MARCOS UNIFIED	50/73791-00-021	New Construction	G	1/20/2022	5/28/2025	0.00	0.00	13,866,813.00	13,866,813.00	415,116,437.48	Yes	No
CONTRA COSTA	SAN RAMON VALLEY UNIFIED	57/61804-00-046	Modernization	G	1/31/2022	5/28/2025	0.00	0.00	16,854,971.00	16,854,971.00	431,971,408.48	Yes	No
RIVERSIDE	PALM SPRINGS UNIFIED	57/67173-00-013	Modernization	G	2/1/2022	5/28/2025	0.00	0.00	18,163,581.00	18,163,581.00	450,134,989.48	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-00-738	Modernization	G	2/15/2022	5/28/2025	0.00	0.00	4,713,531.00	4,713,531.00	454,848,520.48	Yes	Yes
RIVERSIDE	CORONA-NORCO UNIFIED	50/67033-01-001	New Construction	G	3/15/2022	5/28/2025	0.00	0.00	1,518,546.00	1,518,546.00	456,367,066.48	Yes	Yes
ORANGE	NEWPORT-MESA UNIFIED	57/66597-00-055	Modernization	G	3/17/2022	5/28/2025	0.00	0.00	896,006.00	896,006.00	457,263,072.48	Yes	No
ORANGE	ANAHEIM UNION HIGH	57/66431-00-030	Modernization	G	4/1/2022	5/28/2025	0.00	0.00	4,835,932.00	4,835,932.00	462,099,004.48	Yes	No
FRESNO	CLOVIS UNIFIED	50/62117-00-030	New Construction	G	4/4/2022	5/28/2025	0.00	0.00	3,002,964.00	3,002,964.00	465,101,968.48	Yes	Yes
YUBA	MARYSVILLE JOINT UNIFIED	50/72736-00-034	New Construction	G	4/7/2022	5/28/2025	0.00	0.00	5,687,647.00	5,687,647.00	470,789,615.48	Yes	No
YUBA	MARYSVILLE JOINT UNIFIED	57/72736-00-018	Modernization	G	4/7/2022	5/28/2025	0.00	0.00	2,984,384.00	2,984,384.00	473,773,999.48	Yes	No
IMPERIAL	BRAWLEY ELEMENTARY	57/63073-00-009	Modernization	D	4/8/2022	5/28/2025	0.00	0.00	759,977.00	759,977.00	474,533,976.48	Yes	No
IMPERIAL	BRAWLEY ELEMENTARY	57/63073-00-010	Modernization	D	4/8/2022	5/28/2025	119,426.83	0.00	273,993.00	393,419.83	474,927,396.31	Yes	No
IMPERIAL	BRAWLEY ELEMENTARY	57/63073-00-011	Modernization	D	4/8/2022	5/28/2025	76,726.58	0.00	115,187.00	191,913.58	475,119,309.89	Yes	No
IMPERIAL	BRAWLEY ELEMENTARY	57/63073-00-012	Modernization	D	4/8/2022	5/28/2025	256,380.58	0.00	384,668.00	641,048.58	475,760,358.47	Yes	No
IMPERIAL	BRAWLEY ELEMENTARY	57/63073-00-013	Modernization	D	4/8/2022	5/28/2025	214,409.25	0.00	321,711.00	536,120.25	476,296,478.72	Yes	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-033	Modernization	G	4/8/2022	5/28/2025	0.00	0.00	944,078.00	944,078.00	477,240,556.72	Yes	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-034	Modernization	G	4/8/2022	5/28/2025	0.00	0.00	994,046.00	994,046.00	478,234,602.72	Yes	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-035	Modernization	G	4/8/2022	5/28/2025	0.00	0.00	1,390,321.00	1,390,321.00	479,624,923.72	Yes	No
LAKE	KONOCTI UNIFIED	57/64022-00-017	Modernization	G	4/11/2022	5/28/2025	0.00	0.00	1,484,672.00	1,484,672.00	481,109,595.72	Yes	No
SAN LUIS OBISPO	LUCIA MAR UNIFIED	57/68759-00-023	Modernization	G	4/11/2022	5/28/2025	0.00	0.00	2,766,463.00	2,766,463.00	483,876,058.72	Yes	Yes
ALAMEDA	FREMONT UNIFIED	57/61176-00-056	Modernization	G	4/12/2022	5/28/2025	0.00	0.00	1,978,977.00	1,978,977.00	485,855,035.72	Yes	No
SACRAMENTO	NATOMAS UNIFIED	57/75283-00-009	Modernization	G	4/13/2022	5/28/2025	0.00	0.00	1,491,969.00	1,491,969.00	487,347,004.72	Yes	No
ORANGE	ANAHEIM UNION HIGH	57/66431-00-028	Modernization	G	4/14/2022	5/28/2025	0.00	0.00	1,214,024.00	1,214,024.00	488,561,028.72	Yes	No
ORANGE	ANAHEIM UNION HIGH	57/66431-00-029	Modernization	G	4/14/2022	5/28/2025	0.00	0.00	1,213,497.00	1,213,497.00	489,774,525.72	Yes	No
LOS ANGELES	SOUTH PASADENA UNIFIED	57/65029-00-010	Modernization	G	4/19/2022	5/28/2025	0.00	0.00	1,484,454.00	1,484,454.00	491,258,979.72	Yes	Yes
SAN BERNARDINO	CHINO VALLEY UNIFIED	57/67678-00-036	Modernization	G	4/25/2022	5/28/2025	0.00	0.00	3,869,762.00	3,869,762.00	495,128,741.72	Yes	Yes
DEL NORTE	DEL NORTE COUNTY UNIFIED	57/61820-00-018	Modernization	G	4/26/2022	5/28/2025	0.00	0.00	5,185,218.00	5,185,218.00	500,313,959.72	Yes	No
SAN MATEO	REDWOOD CITY ELEMENTARY	57/69005-00-018	Modernization	G	4/26/2022	5/28/2025	0.00	0.00	2,610,292.00	2,610,292.00	502,924,251.72	Yes	No
SAN MATEO	REDWOOD CITY ELEMENTARY	57/69005-00-019	Modernization	G	4/26/2022	5/28/2025	0.00	0.00	5,626,489.00	5,626,489.00	508,550,740.72	Yes	No
KERN	STANDARD ELEMENTARY	50/63792-00-004	New Construction	G	4/27/2022	5/28/2025	0.00	0.00	738,540.00	738,540.00	509,289,280.72	Yes	No
KERN	STANDARD ELEMENTARY	50/63792-00-005	New Construction	G	4/27/2022	5/28/2025	0.00	0.00	696,635.00	696,635.00	509,985,915.72	Yes	No
BUTTE	PARADISE UNIFIED	57/61531-00-010	Modernization	G	4/27/2022	5/28/2025	0.00	0.00	1,475,983.00	1,475,983.00	511,461,898.72	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	57/64733-22-015	Modernization	G	4/27/2022	5/28/2025	0.00	0.00	44,875,710.00	44,875,710.00	556,337,608.72	Yes	Yes
SAN MATEO	PACIFICA	57/68932-00-012	Modernization	G	4/29/2022	5/28/2025	0.00	0.00	649,690.00	649,690.00	556,987,298.72	Yes	No
SAN MATEO	PACIFICA	57/68932-00-013	Modernization	G	4/29/2022	5/28/2025	0.00	0.00	271,803.00	271,803.00	557,259,101.72	Yes	No
SAN MATEO	PACIFICA	57/68932-00-014	Modernization	G	4/29/2022	5/28/2025	0.00	0.00	125,072.00	125,072.00	557,384,173.72	Yes	No
SAN BERNARDINO	ETIWANDA ELEMENTARY	50/67702-00-019	New Construction	G	5/3/2022	5/28/2025	0.00	0.00	3,226,200.00	3,226,200.00	560,610,373.72	Yes	Yes
SACRAMENTO	ELK GROVE UNIFIED	50/67314-00-052	New Construction	G	5/6/2022	5/28/2025	0.00	0.00	20,163,636.69	20,163,636.69	580,774,010.41	Yes	Yes
SAN MATEO	PACIFICA	57/68932-00-015	Modernization	G	5/6/2022	5/28/2025	0.00	0.00	825,201.00	825,201.00	581,599,211.41	Yes	No
SOLANO	VALLEJO CITY UNIFIED	57/70581-00-023	Modernization	G	5/6/2022	5/28/2025	0.00	0.00	849,816.00	849,816.00	582,449,027.41	Yes	No
ALAMEDA	SAN LEANDRO UNIFIED	57/61291-00-026	Modernization	G	5/9/2022	5/28/2025	0.00	0.00	747,570.00	747,570.00	583,196,597.41	Yes	Yes
KERN	MCFARLAND UNIFIED	50/73908-00-012	New Construction	G	5/10/2022	5/28/2025	0.00	0.00	2,407,279.00	2,407,279.00	585,603,876.41	Yes	Yes
ORANGE	CAPISTRANO UNIFIED	57/66464-00-022	Modernization	G	5/10/2022	5/28/2025	0.00	0.00	2,656,457.00	2,656,457.00	588,260,333.41	Yes	No
SACRAMENTO	ROBLA ELEMENTARY	50/67421-00-004	New Construction	G	5/12/2022	5/28/2025	0.00	0.00	4,062,561.00	4,062,561.00	592,322,894.41	Yes	Yes
SACRAMENTO	ROBLA ELEMENTARY	57/67421-00-004	Modernization	G	5/12/2022	5/28/2025	0.00	0.00	1,456,223.00	1,456,223.00	593,779,117.41	Yes	Yes
SACRAMENTO	ROBLA ELEMENTARY	57/67421-00-005	Modernization	G	5/12/2022	5/28/2025	0.00	0.00	2,404,133.00	2,404,133.00	596,183,250.41	Yes	Yes

Unfunded Approvals
as of June 25, 2025 SAB

County	School District	Application Number	Program	Approval	Received Date	SAB Unfunded Approval	Financial Hardship Apportionment	Loan	State Share	Total Apportionment	Cumulative Amount	Submitted Certification Letter May 2025	Grant Agreement Received as of 06/25/2025
SACRAMENTO	ROBLA ELEMENTARY	57/67421-00-006	Modernization	G	5/13/2022	5/28/2025	0.00	0.00	1,335,646.00	1,335,646.00	597,518,896.41	Yes	Yes
CONTRA COSTA	PITTSBURG UNIFIED	50/61788-00-012	New Construction	G	5/16/2022	5/28/2025	0.00	0.00	1,904,337.00	1,904,337.00	599,423,233.41	Yes	No
CONTRA COSTA	PITTSBURG UNIFIED	57/61788-00-013	Modernization	G	5/16/2022	5/28/2025	0.00	0.00	2,293,094.00	2,293,094.00	601,716,327.41	Yes	Yes
SAN BERNARDINO	SAN BERNARDINO CITY UNIFIED	57/67876-00-120	Modernization	G	5/16/2022	5/28/2025	0.00	0.00	693,622.00	693,622.00	602,409,949.41	Yes	Yes
NAPA	NAPA VALLEY UNIFIED	57/66266-00-036	Modernization	G	5/17/2022	5/28/2025	0.00	0.00	798,285.00	798,285.00	603,208,234.41	Yes	No
SACRAMENTO	SAN JUAN UNIFIED	57/67447-00-077	Modernization	G	5/17/2022	5/28/2025	0.00	0.00	7,070,033.00	7,070,033.00	610,278,267.41	Yes	Yes
SANTA BARBARA	SANTA BARBARA UNIFIED	57/76786-00-019	Modernization	G	5/17/2022	5/28/2025	0.00	0.00	129,109.00	129,109.00	610,407,376.41	Yes	No
BUTTE	CHICO UNIFIED	54/61424-00-006	Charter	G	11/19/2024	5/28/2025	0.00	5,647,213.40	9,622,135.55	15,269,348.95	625,676,725.36	Yes	Yes
BUTTE	CHICO UNIFIED	54/61424-00-007	Charter	G	11/19/2024	5/28/2025	0.00	3,490,622.80	3,603,479.80	7,094,102.60	632,770,827.96	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	54/61259-00-012	Charter	G	1/30/2025	5/28/2025	0.00	11,334,458.80	11,334,458.80	22,668,917.60	655,439,745.56	Yes	Yes
SISKIYOU	BUTTEVILLE UNION ELEMENTARY	50/70201-00-003	New Construction	G	2/22/2022	6/25/2025	779,592.00	0.00	967,309.00	1,746,901.00	657,186,646.56	No	No
LOS ANGELES	CASTAIC UNION	57/64345-00-001	Modernization	G	5/2/2022	6/25/2025	0.00	0.00	3,691,507.00	3,691,507.00	660,878,153.56	No	No
SAN BERNARDINO	SAN BERNARDINO CITY UNIFIED	57/67876-00-121	Modernization	G	5/16/2022	6/25/2025	0.00	0.00	5,781,873.00	5,781,873.00	666,660,026.56	No	No
SISKIYOU	BUTTEVILLE UNION ELEMENTARY	57/70201-00-003	Modernization	G	5/17/2022	6/25/2025	716,109.00	0.00	1,577,031.00	2,293,140.00	668,953,166.56	No	No
KINGS	CORCORAN JOINT UNIFIED	50/63891-00-003	New Construction	G	5/25/2022	6/25/2025	0.00	0.00	2,948,739.00	2,948,739.00	671,901,905.56	No	No
FRESNO	FRESNO UNIFIED	50/62166-10-002	New Construction	G	5/26/2022	6/25/2025	0.00	0.00	15,648,187.00	15,648,187.00	687,550,092.56	No	No
TULARE	OAK VALLEY UNION ELEMENTARY	57/72017-00-003	Modernization	G	5/26/2022	6/25/2025	1,795,112.55	0.00	2,634,943.00	4,430,055.55	691,980,148.11	No	No
SAN DIEGO	FALLBROOK UNION HIGH	57/68122-00-002	Modernization	G	6/7/2022	6/25/2025	0.00	0.00	7,791,571.00	7,791,571.00	699,771,719.11	No	No
SAN JOAQUIN	MANTECA UNIFIED	50/68593-00-028	New Construction	G	6/12/2022	6/25/2025	0.00	0.00	1,589,116.00	1,589,116.00	701,360,835.11	No	No
SAN JOAQUIN	MANTECA UNIFIED	57/68593-00-016	Modernization	G	6/12/2022	6/25/2025	0.00	0.00	4,493,457.00	4,493,457.00	705,854,292.11	No	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-037	Modernization	G	6/13/2022	6/25/2025	0.00	0.00	911,973.00	911,973.00	706,766,265.11	No	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-038	Modernization	G	6/13/2022	6/25/2025	0.00	0.00	869,275.00	869,275.00	707,635,540.11	No	No
VENTURA	OXNARD ELEMENTARY	57/72538-00-032	Modernization	G	6/13/2022	6/25/2025	0.00	0.00	3,585,997.00	3,585,997.00	711,221,537.11	No	No
VENTURA	OXNARD ELEMENTARY	57/72538-00-033	Modernization	G	6/13/2022	6/25/2025	0.00	0.00	3,423,485.00	3,423,485.00	714,645,022.11	No	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-039	Modernization	G	6/16/2022	6/25/2025	0.00	0.00	1,743,808.00	1,743,808.00	716,388,830.11	No	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-040	Modernization	G	6/16/2022	6/25/2025	0.00	0.00	1,417,230.00	1,417,230.00	717,806,060.11	No	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-041	Modernization	G	6/16/2022	6/25/2025	0.00	0.00	858,000.00	858,000.00	718,664,060.11	No	No
NAPA	NAPA VALLEY UNIFIED	57/66266-00-042	Modernization	G	6/16/2022	6/25/2025	0.00	0.00	1,555,132.00	1,555,132.00	720,219,192.11	No	No
YOLO	WASHINGTON UNIFIED	57/72694-00-020	Modernization	G	6/17/2022	6/25/2025	0.00	0.00	1,532,969.00	1,532,969.00	721,752,161.11	No	No
LOS ANGELES	LONG BEACH UNIFIED	57/64725-00-050	Modernization	G	6/21/2022	6/25/2025	0.00	0.00	8,014,290.00	8,014,290.00	729,766,451.11	No	No
FRESNO	FIREBAUGH-LAS DELTAS UNIFIED	50/73809-00-006	New Construction	G	6/22/2022	6/25/2025	0.00	0.00	310,449.00	310,449.00	730,076,900.11	No	No
MERCED	HILMAR UNIFIED	50/65698-00-006	New Construction	G	6/29/2022	6/25/2025	0.00	0.00	13,467,600.66	13,467,600.66	743,544,500.77	No	No
STANISLAUS	PATTERSON JOINT UNIFIED	50/71217-00-012	New Construction	G	6/29/2022	6/25/2025	0.00	0.00	8,448,986.00	8,448,986.00	751,993,486.77	No	No
LOS ANGELES	LONG BEACH UNIFIED	57/64725-00-051	Modernization	G	6/30/2022	6/25/2025	0.00	0.00	5,674,604.00	5,674,604.00	757,668,090.77	No	No
						Total	**$5,955,345.31**	**$20,472,295.00**	**$731,240,450.46**	**$757,668,090.77**			

*This Unfunded List (Lack of AB 55 Loans) includes $3.2 million for 4 projects for Charter School Facilities Program Preliminary Apportionments for Design Funding.

Unfunded Charter Preliminary
as of June 25, 2025 SAB

County	School District	Application Number	Program	Approval	Received Date	SAB Date	Financial Hardship Apportionment	Loan	State Share	Total Apportionment	Prop. 47	Prop. 55	Prop. 1D	Prop. 51
LOS ANGELES	LOS ANGELES UNIFIED	54/64733-00-104	Charter	P	5/2/2022	10/26/2022	0.00	18,499,799.40	18,499,799.40	36,999,598.80	0.00	0.00	18,499,799.40	18,499,799.40
SHASTA	CASCADE UNION ELEMENTARY	54/69914-00-002	Charter	P	5/11/2022	10/26/2022	0.00	1,139,625.00	1,139,625.00	2,279,250.00	0.00	0.00	0.00	2,279,250.00
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-009	Charter	P	6/1/2022	10/26/2022	0.00	1,780,934.50	9,780,934.50	11,561,869.00	984,158.50	8,796,776.00	0.00	1,780,934.50
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-010	Charter	P	6/1/2022	10/26/2022	0.00	2,033,351.80	4,033,351.80	6,066,703.60	0.00	4,033,351.80	0.00	2,033,351.80
SACRAMENTO	SACRAMENTO CITY UNIFIED	54/67439-00-009	Charter	P	6/3/2022	10/26/2022	0.00	2,152,028.40	4,842,063.90	6,994,092.30	0.00	0.00	0.00	6,994,092.30
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-02-003	Charter	P	6/3/2022	10/26/2022	0.00	0.00	7,528,981.50	7,528,981.50	0.00	0.00	7,528,981.50	0.00
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-02-004	Charter	P	6/3/2022	10/26/2022	0.00	0.00	6,436,435.50	6,436,435.50	0.00	0.00	5,134,935.50	1,301,500.00
SHASTA	SHASTA UNION HIGH	54/70136-02-001	Charter	P	5/2/2022	5/31/2023	0.00	9,482,805.20	9,482,805.20	18,965,610.40	0.00	2,400,721.20	6,532,780.00	10,032,109.20
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-012	Charter	P	6/3/2022	9/27/2023	0.00	0.00	10,310,778.00	10,310,778.00	1,287,425.00	2,381,006.00	2,040,920.00	4,601,427.00
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-013	Charter	P	6/3/2022	9/27/2023	0.00	0.00	2,820,834.90	2,820,834.90	0.00	0.00	0.00	2,820,834.90
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-06-001	Charter	P	6/3/2022	12/4/2023	0.00	0.00	11,328,468.30	11,328,468.30	0.00	0.00	11,328,468.30	0.00
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-06-002	Charter	P	6/3/2022	12/4/2023	0.00	0.00	3,388,932.00	3,388,932.00	0.00	0.00	876,071.00	2,512,861.00
SACRAMENTO	TWIN RIVERS UNIFIED	54/76505-00-009	Charter	P	6/3/2022	2/28/2024	0.00	8,260,128.00	8,260,128.00	16,520,256.00	0.00	0.00	0.00	16,520,256.00
						Total	**0.00**	**43,348,672.30**	**97,853,138.00**	**141,201,810.30**	**2,271,583.50**	**17,611,855.00**	**51,941,955.70**	**69,376,416.10**

*This Charter Unfunded Preliminary list does not include $3.2 million for 4 projects for Charter School Facilities Program Preliminary Apportionments for Design Funding.

INFORMATION ITEM

SCHOOL FACILITY PROGRAM
OFFICE OF PUBLIC SCHOOL CONSTRUCTION FUNDING WORKLOAD LISTING
(Applications Received Through July 31, 2025)

The New Construction and Modernization projects on this list represent complete applications awaiting the Office of Public School Construction (OPSC) processing and scheduling to the State Allocation Board.

This list includes projects that are being presented for approval in this month's State Allocation Board Agenda.

Inclusion on this list does not constitute a guarantee of future funding.

This list is also available on the OPSC Website and is updated the beginning of each month.

SFP APPLICATIONS
New Construction and Charter School Facilities Program
- Workload as of July 31, 2025 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Paradise Unified	Butte	Paradise Senior High	50/61531-00-003	06/14/22	$ 6,147,080	$ -	01/02/25
San Bernardino City Unified	San Bernardino	Paakuma K-8	50/67876-00-087	06/14/22	$ 2,871,307	$ -	01/02/25
Center Joint Unified	Sacramento	Rex Fortune Elementary	50/73973-00-004	06/17/22	$ 13,713,610	$ -	01/02/25
Beaumont Unified	Riverside	Beaumont Senior High	50/66993-00-023	06/29/22	$ 10,420,773	$ -	01/02/25
Plumas Lake Elementary	Yuba	Rio Del Oro Elementary	50/72744-00-004	07/20/22	$ 962,762	$ -	01/02/25
Plumas Lake Elementary	Yuba	Cobblestone Elementary	50/72744-00-005	07/20/22	$ 864,934	$ -	01/02/25
Santa Clara Unified	Santa Clara	Kathleen MacDonald High	50/69674-00-003	07/21/22	$ 73,905,753	$ -	01/31/25
Patterson Joint Unified	Stanislaus	Apricot Valley Elementary	50/71217-00-013	07/22/22	$ 1,826,140	$ -	01/31/25
Patterson Joint Unified	Stanislaus	Las Palmas Elementary	50/71217-00-014	07/22/22	$ 2,134,604	$ -	01/31/25
Jurupa Unified	Riverside	Del Sol Academy	50/67090-00-019	07/26/22	$ 2,615,669	$ -	03/03/25
Banta Elementary	San Joaquin	EPIC Academy	50/77388-00-003	07/29/22	$ 23,721,425	$ -	03/03/25
Lodi Unified	San Joaquin	Clyde W. Needham Elementary	50/68585-00-031	07/31/22	$ 5,871,784	$ -	03/03/25
San Benito High	San Benito	Hollister High	50/67538-00-004	08/09/22	$ 929,349	$ -	03/03/25
Del Mar Union Elementary	San Diego	Pacific Sky Elementary	50/68056-00-005	08/09/22	$ 29,146,296	$ -	03/03/25
Milpitas Unified	Santa Clara	Mabel Mattos Elementary	50/73387-00-002	08/09/22	$ 9,037,821	$ -	03/03/25
Imperial County Office of Education	Imperial	Imperial Valley Center	50/10132-03-009	08/11/22	$ 889,058	$ -	04/01/25
Fresno Unified	Fresno	Ewing Elementary	50/62166-10-003	08/12/22	$ 2,576,321	$ -	04/01/25
Los Alamitos Unified	Orange	Los Alamitos High	50/73924-00-007	08/12/22	$ 1,573,276	$ -	04/01/25
Sanger Unified	Fresno	Lincoln Elementary	50/62414-00-032	08/15/22	$ 1,107,227	$ -	04/01/25
Sanger Unified	Fresno	Lone Star Elementary	50/62414-00-033	08/15/22	$ 1,160,842	$ -	04/01/25
Sanger Unified	Fresno	Centerville Elementary	50/62414-00-034	08/15/22	$ 1,499,177	$ -	04/01/25
Tulare City	Tulare	Mulcahy Middle	50/72231-00-007	08/15/22	$ 2,176,943	$ -	04/01/25
Fremont Unified	Alameda	William Hopkins Junior High	50/61176-07-002	08/16/22	$ 7,048,216	$ -	04/01/25
Vacaville Unified	Solano	Buckingham Collegiate Charter Academy	50/70573-00-003	08/16/22	$ 4,713,697	$ -	04/01/25
Sanger Unified	Fresno	Sanger Educational Complex	50/62414-00-035	08/17/22	$ 27,665,415	$ -	04/01/25
Hayward Unified	Alameda	Winton Middle	50/61192-01-003	08/26/22	$ 687,147	$ -	04/01/25
Porterville Unified	Tulare	West Putnam Elementary	50/75523-00-012	09/23/22	$ 7,808,353	$ -	05/01/25
Pleasanton Unified	Alameda	Thomas S. Hart Middle	50/75101-02-002	10/03/22	$ 2,974,786	$ -	05/01/25
Liberty Union High	Contra Costa	Liberty High	50/61721-00-010	11/16/22	$ 5,887,612	$ -	06/02/25
Lamont Elementary	Kern	Myrtle Avenue Elementary	50/63560-00-002	11/21/22	$ 4,358,375	$ -	06/02/25
Lamont Elementary	Kern	Lamont Elementary	50/63560-00-003	11/21/22	$ 1,009,250	$ -	06/02/25
Lamont Elementary	Kern	Alicante Avenue Elementary	50/63560-00-004	11/21/22	$ 2,125,625	$ -	06/02/25
San Bernardino City Unified	San Bernardino	Indian Springs High	50/67876-00-088	12/01/22	$ 540,567	$ -	06/02/25
Jefferson Elementary	San Joaquin	Coral Hollow Elementary	50/68544-00-006	12/09/22	$ 22,212,742	$ -	06/02/25
Lammersville Joint Unified	San Joaquin	Evelyn Costa Elementary	50/76760-00-010	12/09/22	$ 16,172,546	$ -	06/02/25
San Juan Unified	Sacramento	Earl Legette Elementary	50/67447-00-003	01/09/23	$ 4,050,597	$ -	06/02/25
Brentwood Union Elementary	Contra Costa	William B. Bristow Middle	50/61655-00-014	01/26/23	$ 10,030,671	$ -	07/01/25
Hemet Unified	Riverside	Little Lake Elementary	50/67082-00-018	01/27/23	$ 1,898,820	$ -	07/01/25
San Juan Unified	Sacramento	Starr King K-8	50/67447-00-004	02/08/23	$ 2,458,433	$ -	07/01/25
Dublin Unified	Alameda	Emerald High	50/75093-00-015	02/09/23	$ 59,893,861	$ -	07/01/25
Templeton Unified	San Luis Obispo	Templeton Middle	50/68841-00-003	02/10/23	$ 342,643	$ -	07/01/25
Menifee Union Elementary	Riverside	Chester W. Morrison Elementary	50/67116-00-019	02/15/23	$ 2,055,701	$ -	07/01/25
Menifee Union Elementary	Riverside	Evans Ranch Elementary	50/67116-00-020	02/15/23	$ 3,200,446	$ -	07/01/25
Menifee Union Elementary	Riverside	Harvest Hill STEAM Academy	50/67116-00-021	02/15/23	$ 2,802,167	$ -	07/01/25
Menifee Union Elementary	Riverside	Southshore Elementary	50/67116-00-022	02/15/23	$ 3,020,750	$ -	07/01/25
Menifee Union Elementary	Riverside	Taawila Elementary	50/67116-00-023	02/15/23	$ 2,041,333	$ -	07/01/25
Ventura County Office of Education	Ventura	Gateway Community	50/10561-00-004	02/21/23	$ 9,970,488	$ -	07/01/25
San Benito High	San Benito	Hollister High	50/67538-00-005	02/24/23	$ 5,382,725	$ -	07/01/25

SFP APPLICATIONS
New Construction and Charter School Facilities Program
- Workload as of July 31, 2025 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Martinez Unified	Contra Costa	John Swett Elementary	50/61739-00-006	02/27/23	$ 11,343,679	$ -	07/01/25
San Marcos Unified	San Diego	Double Peak	50/73791-00-022	02/27/23	$ 2,294,128	$ -	07/01/25
Kerman Unified	Fresno	New Elementary	50/73999-00-010	03/06/23	$ 20,195,769	$ -	08/01/25
Riverside Unified	Riverside	Longfellow Elementary	50/67215-00-044	03/13/23	$ 6,185,370	$ -	08/01/25
Walnut Valley Unified	Los Angeles	Walnut Elementary	50/73460-00-014	04/05/23	$ 2,097,761	$ -	
El Segundo Unified	Los Angeles	El Segundo Middle	50/64535-00-001	04/14/23	$ 11,957,476	$ -	
Capistrano Unified	Orange	Rienda Elementary	50/66464-00-026	04/18/23	$ 58,390,961	$ -	
Modesto City Elementary	Stanislaus	Tuolumne Elementary	50/71167-00-001	04/18/23	$ 1,414,214	$ -	
Santa Maria Joint Union High	Santa Barbara	Santa Maria High	50/69310-00-009	04/24/23	$ 20,800,489	$ -	
Encinitas Union Elementary	San Diego	Flora Vista Elementary	50/68080-00-002	04/28/23	$ 1,174,480	$ -	
Jurupa Unified	Riverside	Troth Street Elementary	50/67090-00-020	05/03/23	$ 7,241,504	$ -	
Twin Rivers Unified	Sacramento	Northlake Elementary	50/76505-04-001	05/10/23	$ 32,389,035	$ -	
Walnut Valley Unified	Los Angeles	Walnut High	50/73460-00-015	05/12/23	$ 432,054	$ -	
Buellton Union Elementary	Santa Barbara	Oak Valley Elementary	50/69138-00-003	05/17/23	$ 1,018,185	$ -	
Patterson Joint Unified	Stanislaus	Patterson High	50/71217-00-015	06/12/23	$ 4,181,436	$ -	
Hemet Unified	Riverside	Ramona Elementary	50/67082-00-019	06/23/23	$ 5,758,822	$ -	
Sanger Unified	Fresno	Centerville Elementary	50/62414-00-036	07/18/23	$ 842,358	$ -	
Oxnard Union High	Ventura	Del Sol High	50/72546-00-002	07/20/23	$ 73,674,294	$ -	
Sanger Unified	Fresno	Lone Star Elementary	50/62414-00-037	08/04/23	$ 1,282,290	$ -	
Sanger Unified	Fresno	Lincoln Elementary	50/62414-00-038	08/04/23	$ 2,047,844	$ -	
Sanger Unified	Fresno	John S. Wash Elementary	50/62414-00-039	08/04/23	$ 2,406,642	$ -	
Coachella Valley Unified	Riverside	Northshore Elementary	50/73676-00-001	08/04/23	$ 19,738,249	$ -	
Willows Unified	Glenn	Willows Intermediate	50/62661-00-002	08/08/23	$ 2,052,131	$ -	
Moreno Valley Unified	Riverside	Moreno Elementary	50/67124-00-005	08/08/23	$ 19,589,457	$ -	
Palo Alto Unified	Santa Clara	Ellen Fletcher Middle	50/69641-00-004	08/08/23	$ 1,286,786	$ -	
Palo Alto Unified	Santa Clara	Palo Verde Elementary	50/69641-00-005	08/08/23	$ 1,364,097	$ -	
Lake Elsinore Unified	Riverside	Railroad Canyon Elementary	50/75176-00-023	08/08/23	$ 3,068,859	$ -	
Menifee Union Elementary	Riverside	Kathryn Newport Middle	50/67116-00-024	08/09/23	$ 28,620,323	$ -	
Romoland Elementary	Riverside	Harvest Valley Elementary	50/67231-00-004	08/09/23	$ 1,343,997	$ -	
Atwater Elementary	Merced	Juniper Elementary	50/65631-00-006	08/10/23	$ 13,768,328	$ -	
Hemet Unified	Riverside	Harmony Elementary	50/67082-00-020	08/11/23	$ 1,615,252	$ -	
Hemet Unified	Riverside	McSweeny Elementary	50/67082-00-021	08/11/23	$ 1,795,969	$ -	
Temecula Valley Unified	Riverside	Summit Academy	50/75192-00-041	08/11/23	$ 9,178,694	$ -	
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo Elementary	50/73544-00-004	08/22/23	$ 925,224	$ -	
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo-Greeley Elementary	50/73544-00-005	08/22/23	$ 467,500	$ -	
Fowler Unified	Fresno	Fowler High	50/62158-00-003	08/31/23	$ 2,500,103	$ -	
Greenfield Union Elementary	Monterey	Mary Chapa Academy	50/66035-00-004	09/20/23	$ 2,086,451	$ 2,086,451	
Central Unified	Fresno	Shields and Brawley Elementary	50/73965-00-020	11/15/23	$ 14,198,608	$ -	
Fallbrook Union High	San Diego	Fallbrook High	50/68122-00-001	11/27/23	$ 3,319,592	$ -	
Sulphur Springs Union	Los Angeles	Pinetree Community Elementary	50/65045-00-012	12/07/23	$ 5,716,003	$ -	
Millville Elementary	Shasta	Millville Elementary	50/70052-00-003	12/08/23	$ 728,813	$ 728,813	
Alhambra Unified	Los Angeles	Garfield Elementary	50/75713-00-015	12/12/23	$ 7,232,733	$ -	
Tehama County Department of Education	Tehama	Gerber Elementary	50/10520-00-004	12/15/23	$ 404,199	$ 404,199	
Roseville City Elementary	Placer	Creekview Elementary	50/66910-00-017	12/22/23	$ 16,921,411	$ -	
Irvine Unified	Orange	Loma Ridge Elementary	50/73650-00-053	12/27/23	$ 3,511,349	$ -	
Chowchilla Union High	Madera	Gateway High	50/65201-00-005	01/11/24	$ 1,331,086	$ -	
Delphic Elementary	Siskiyou	Delphic Elementary	50/70227-00-001	01/16/24	$ 41,556	$ 41,556	
Flournoy Union Elementary	Tehama	Flournoy Elementary	50/71530-00-002	01/22/24	$ 28,769	$ 28,769	

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San Jacinto Unified	Riverside	Rose Salgado Elementary	50/67249-00-018	01/24/24	$ 17,206,174	$ -	
Riverside Unified	Riverside	John W. North High	50/67215-00-045	01/25/24	$ 5,420,683	$ -	
Corona-Norco Unified	Riverside	Victress Bower School for Exceptional Students	50/67033-00-050	01/29/24	$ 1,110,239	$ -	
Waterford Unified	Stanislaus	Waterford High	50/75572-00-002	02/05/24	$ 1,340,990	$ -	
Desert Sands Unified	Riverside	James Earl Carter Elementary	50/67058-00-028	02/07/24	$ 5,200,767	$ -	
Riverside Unified	Riverside	Riverside Adult	50/67215-00-046	02/08/24	$ 3,595,042	$ -	
Manteca Unified	San Joaquin	New Haven Elementary	50/68593-00-029	02/13/24	$ 5,077,397	$ -	
Banta Unified	San Joaquin	River Islands High	50/77388-00-002	02/13/24	$ 36,509,959	$ -	
Temecula Valley Unified	Riverside	Chaparral High	50/75192-01-002	03/12/24	$ 1,962,378	$ -	
Manteca Unified	San Joaquin	East Union High	50/68593-00-030	03/13/24	$ 21,312,177	$ -	
Ukiah Unified	Mendocino	Nokomis Elementary	50/65615-00-002	03/15/24	$ 917,052	$ -	
Ukiah Unified	Mendocino	Yokayo Elementary	50/65615-00-003	03/15/24	$ 1,814,322	$ -	
Folsom-Cordova Unified	Sacramento	Alder Creek Elementary	50/67330-21-013	04/01/24	$ 13,148,399	$ -	
Ducor Union Elementary	Tulare	Ducor Union Elementary	50/71894-00-003	04/02/24	$ 247,767	$ 247,767	
Riverside Unified	Riverside	Casa Blanca Elementary	50/67215-00-047	04/11/24	$ 18,019,501	$ -	
Central Unified	Fresno	Justin Garza High	50/73965-00-021	04/12/24	$ 3,555,465	$ -	
Semitropic Elementary	Kern	Semitropic Elementary	50/63768-00-002	04/15/24	$ 90,067	$ -	
Gridley Unified	Butte	Gridley High	50/75507-00-001	04/16/24	$ 1,258,308	$ -	
Durham Unified	Butte	Durham Intermediate	50/61432-00-001	04/17/24	$ 1,917,569	$ -	
Tulare City	Tulare	Pleasant Elementary	50/72231-00-010	04/17/24	$ 2,878,091	$ -	
Greenfield Union	Kern	Greenfield Middle	50/63503-00-019	04/26/24	$ 10,595,394	$ -	
Lammersville Joint Unified	San Joaquin	Mountain House High	50/76760-00-011	05/06/24	$ 10,333,993	$ -	
Pacific Elementary	Santa Cruz	Pacific Elementary	50/69781-00-001	05/10/24	$ 991,010	$ 991,010	
Cutler-Orosi Joint Unified	Tulare	Orosi High	50/71860-00-007	05/13/24	$ 2,780,938	$ 2,780,938	
Ukiah Unified	Mendocino	Oak Manor Elementary	50/65615-00-004	05/14/24	$ 1,365,687	$ -	
Taft City	Kern	Jefferson Elementary	50/63800-00-001	05/17/24	$ 2,872,170	$ -	
Pond Union Elementary	Kern	Pond Elementary	50/63719-00-002	05/23/24	$ 752,723	$ 752,723	
Capistrano Unified	Orange	Esencia K-8	50/66464-00-027	05/30/24	$ 2,830,802	$ -	
Brentwood Union Elementary	Contra Costa	Isaac Montanez Elementary (New Middle #4)	50/61655-00-012	06/07/24	$ 24,314,465	$ -	
Fairfield-Suisun Unified	Solano	Mary Bird Early Childhood Education Center	50/70540-00-034	06/10/24	$ 2,331,923	$ -	
Weaver Union	Merced	Pioneer Elementary	50/65862-00-003	07/22/24	$ 106,152	$ -	
Weaver Union	Merced	Pioneer Elementary	50/65862-00-004	07/22/24	$ 70,726	$ -	
Weaver Union	Merced	Pioneer Elementary	50/65862-00-005	07/22/24	$ 70,726	$ -	
Weaver Union	Merced	Farmdale Elementary	50/65862-00-006	07/22/24	$ 88,407	$ -	
Weaver Union	Merced	Farmdale Elementary	50/65862-00-007	07/22/24	$ 88,407	$ -	
Weaver Union	Merced	Farmdale Elementary	50/65862-00-008	07/22/24	$ 88,407	$ -	
Monterey Peninsula Unified	Monterey	George C. Marshall Elementary	50/66092-00-001	07/24/24	$ 499,185	$ -	
Dublin Unified	Alameda	Emerald High	50/75093-00-016	07/30/24	$ 28,700,534	$ -	
Corona-Norco Unified	Riverside	Highland Elementary	50/67033-00-051	07/31/24	$ 3,200,202	$ -	
Hemet Unified	Riverside	Hemet Dual Language Academy	50/67082-00-022	08/01/24	$ 1,923,761	$ -	
Jefferson Union High	San Mateo	Adult Education Division	50/68924-00-001	08/02/24	$ 3,248,909	$ -	
Martinez Unified	Contra Costa	Morello Park Elementary	50/61739-00-007	08/03/24	$ 1,954,676	$ -	
Hemet Unified	Riverside	Winchester Elementary	50/67082-00-023	08/05/24	$ 3,846,204	$ -	
Paradise Unified	Butte	Cedarwood Elementary	50/61531-00-004	08/06/24	$ 3,450,913	$ -	
Monterey Peninsula Unified	Monterey	Marina Vista Elementary	50/66092-00-002	08/06/24	$ 925,406	$ -	
San Juan Unified	Sacramento	Arcade Fundamental Middle	50/67447-00-005	08/06/24	$ 6,614,256	$ -	
Rocklin Unified	Placer	Quarry Trail Elementary	50/75085-00-017	08/06/24	$ 2,273,020	$ -	
Hemet Unified	Riverside	Cawston Elementary	50/67082-00-024	08/07/24	$ 2,039,396	$ -	

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Hemet Unified	Riverside	Harmony Elementary	50/67082-00-025	08/07/24	$ 2,039,396	$ -	
Hemet Unified	Riverside	McSweeny Elementary	50/67082-00-026	08/07/24	$ 818,206	$ -	
Menifee Union Elementary	Riverside	Sally Buselt Elementary	50/67116-00-025	08/07/24	$ 13,892,798	$ -	
Menifee Union Elementary	Riverside	Ridgemoor Elementary	50/67116-00-026	08/07/24	$ 3,172,731	$ -	
Palermo Union Elementary	Butte	Helen M. Wilcox Elementary	50/61523-00-003	08/08/24	$ 905,770	$ -	
Live Oak Unified	Sutter	Live Oak Alternative	50/71399-00-003	08/08/24	$ 2,791,449	$ -	
Live Oak Unified	Sutter	Luther Elementary	50/71399-00-004	08/08/24	$ 3,140,368	$ -	
Franklin-McKinley Elementary	Santa Clara	Windmill Springs Elementary	50/69450-00-003	08/11/24	$ 902,016	$ -	
Newport-Mesa Unified	Orange	Victoria Elementary	50/66597-00-020	08/14/24	$ 1,781,472	$ -	
Newport-Mesa Unified	Orange	Eastbluff Elementary	50/66597-00-021	08/14/24	$ 2,070,216	$ -	
Newport-Mesa Unified	Orange	Newport Heights Elementary	50/66597-00-022	08/14/24	$ 1,328,765	$ -	
Newport-Mesa Unified	Orange	Killybrooke Elementary	50/66597-00-023	08/14/24	$ 1,849,628	$ -	
Newport-Mesa Unified	Orange	California Elementary	50/66597-00-024	08/14/24	$ 897,786	$ -	
Irvine Unified	Orange	Greentree Elementary	50/73650-00-054	08/15/24	$ 794,381	$ -	
Irvine Unified	Orange	Santiago Hills Elementary	50/73650-00-055	08/15/24	$ 876,324	$ -	
Clovis Unified	Fresno	Hirayama Elementary	50/62117-00-031	08/16/24	$ 18,077,911	$ -	
Hemet Unified	Riverside	Whittier Elementary	50/67082-00-027	08/16/24	$ 8,528,919	$ -	
Vallecitos Elementary	San Diego	Vallecitos Elementary	50/68437-00-001	08/23/24	$ 166,790	$ 166,790	
Sanger Unified	Fresno	Sanger Educational Complex	50/62414-00-040	08/26/24	$ 7,218,329	$ -	
Palermo Union Elementary	Butte	Golden Hills Elementary	50/61523-00-004	09/05/24	$ 1,354,405	$ -	
Palermo Union Elementary	Butte	Palermo Middle	50/61523-00-005	09/05/24	$ 1,435,036	$ -	
Mountain View-Los Altos Union High	Santa Clara	Los Altos High	50/69609-01-002	09/06/24	$ 1,335,549	$ -	
Corona-Norco Unified	Riverside	Auburndale Intermediate	50/67033-00-052	09/12/24	$ 905,437	$ -	
Banning Unified	Riverside	Florida Street Discovery Center	50/66985-00-007	09/13/24	$ 2,802,039	$ -	
Anaheim Elementary	Orange	Edison (Thomas) Elementary	50/66423-00-012	09/19/24	$ 2,049,399	$ -	
Willows Unified	Glenn	Murdock Elementary	50/62661-00-003	09/22/24	$ 1,654,930	$ -	
Taft City	Kern	Parkview Elementary	50/63800-00-002	09/23/24	$ 1,438,083	$ -	
Valley Home Joint Elementary	Stanislaus	Valley Home Elementary	50/71324-00-002	09/24/24	$ 78,850	$ 78,850	
Valley Home Joint Elementary	Stanislaus	Valley Home Elementary	50/71324-00-003	09/24/24	$ 247,867	$ 247,867	
Los Angeles Unified	Los Angeles	Grant (Ulysses S.) Sr. High	51/64733-00-009*	09/30/24	$ 4,663,094	$ -	
Los Angeles Unified	Los Angeles	Grant (Ulysses S.) Sr. High	51/64733-00-010*	09/30/24	$ 3,627,843	$ -	
Los Angeles Unified	Los Angeles	Grant (Ulysses S.) Sr. High	51/64733-00-011*	09/30/24	$ 1,551,515	$ -	
Los Angeles Unified	Los Angeles	Grant (Ulysses S.) Sr. High	51/64733-00-012*	09/30/24	$ 2,760,560	$ -	
Los Angeles Unified	Los Angeles	Grant (Ulysses S.) Sr. High	51/64733-00-013*	09/30/24	$ 1,030,700	$ -	
Sequoia Union Elementary	Tulare	Sequoia Union Elementary	50/72116-00-002	10/08/24	$ 7,813,994	$ -	
Hesperia Unified	San Bernardino	Lime Street Elementary	50/75044-00-039	10/09/24	$ 1,064,808	$ -	
Hesperia Unified	San Bernardino	Mission Crest Elementary	50/75044-00-040	10/09/24	$ 898,461	$ -	
Hesperia Unified	San Bernardino	Maple Elementary	50/75044-00-041	10/09/24	$ 863,763	$ -	
Irvine Unified	Orange	Irvine High	50/73650-00-056	10/14/24	$ 2,154,995	$ -	
Los Angeles Unified	Los Angeles	Jefferson (Thomas) Sr. High	51/64733-13-001*	10/21/24	$ 6,880,739	$ -	
Los Angeles Unified	Los Angeles	Jefferson (Thomas) Sr. High	51/64733-13-002*	10/21/24	$ 6,359,751	$ -	
Los Angeles Unified	Los Angeles	Jefferson (Thomas) Sr. High	51/64733-13-003*	10/21/24	$ 3,955,561	$ -	
Los Angeles Unified	Los Angeles	Jefferson (Thomas) Sr. High	51/64733-13-004*	10/21/24	$ 4,341,564	$ -	
Weaver Union	Merced	Weaver Middle	50/65862-00-009	10/22/24	$ 312,777	$ -	
Weaver Union	Merced	Weaver Middle	50/65862-00-010	10/22/24	$ 348,804	$ -	
Weaver Union	Merced	Weaver Middle	50/65862-00-011	10/22/24	$ 348,804	$ -	
Weaver Union	Merced	Weaver Middle	50/65862-00-012	10/22/24	$ 348,804	$ -	
Weaver Union	Merced	Weaver Middle	50/65862-00-013	10/22/24	$ 348,804	$ -	

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Beaumont Unified	Riverside	Glen View High	50/66993-00-024	10/23/24	$ 2,605,808	$ -	
North Cow Creek Elementary	Shasta	North Cow Creek Elementary	50/70078-00-002	10/23/24	$ 387,942	$ 387,942	
Palm Springs Unified	Riverside	Landau Elementary	50/67173-00-017	10/28/24	$ 6,644,225	$ -	
Lemon Grove	San Diego	Lemon Grove Early Childhood Education Center	50/68205-00-001	10/28/24	$ 1,345,905	$ -	
Irvine Unified	Orange	Portola High	50/73650-00-057	10/28/24	$ 9,709,270	$ -	
Calistoga Joint Unified	Napa	Calistoga Junior/Senior High	50/66241-00-001	10/29/24	$ 2,556,089	$ -	
Palm Springs Unified	Riverside	Sunny Sands Elementary	50/67173-00-018	10/29/24	$ 8,122,687	$ -	
Big Springs Union Elementary	Siskiyou	Big Springs Elementary	50/70185-00-001	10/29/24	$ 170,316	$ 170,316	
El Centro Elementary	Imperial	Victoria Ranch Elementary	50/63123-00-004	10/30/24	$ 25,579,425	$ -	
King City Union	Monterey	King City Arts Magnet	50/66050-00-004	10/30/24	$ 1,846,471	$ -	
Sacramento City Unified	Sacramento	Nicholas Elementary	50/67439-00-005	10/30/24	$ 11,140,107	$ -	
Mountain View-Los Altos Union High	Santa Clara	Mountain View High	50/69609-02-002	10/30/24	$ 7,919,815	$ -	
Irvine Unified	Orange	Eastwood Elementary	50/73650-04-003	10/30/24	$ 3,662,924	$ -	
Konocti Unified	Lake	Lower Lake High	50/64022-00-003	10/31/24	$ 1,588,243	$ -	
San Luis Coastal Unified	San Luis Obispo	Del Mar Elementary	50/68809-00-001	10/31/24	$ 448,635	$ -	
Wheatland Union High	Yuba	Wheatland Union High	50/72769-00-001	10/31/24	$ 3,402,278	$ -	
Pond Union Elementary	Kern	Pond Elementary	50/63719-00-003****	11/15/24	$ 752,723	$ 752,723	
Valley Home Joint Elementary	Stanislaus	Valley Home Elementary	50/71324-00-004****	11/15/24	$ 78,850	$ 78,850	
Valley Home Joint Elementary	Stanislaus	Valley Home Elementary	50/71324-00-005****	11/15/24	$ 247,767	$ 247,767	
Ukiah Unified	Mendocino	Grace Hudson Elementary	50/65615-00-005	11/22/24	$ 911,577	$ -	
Ukiah Unified	Mendocino	Calpella Elementary	50/65615-00-006	11/22/24	$ 1,365,687	$ -	
Ukiah Unified	Mendocino	Frank Zeek Elementary	50/65615-00-007	11/22/24	$ 1,625,082	$ -	
Western Placer Unified	Placer	Phoenix High (Continuation)	50/66951-00-014	11/22/24	$ 7,170,495	$ -	
Grant Elementary	Shasta	Grant Elementary	50/70003-00-004	11/22/24	$ 825,185	$ 825,185	
Dublin Unified	Alameda	Emerald High	50/75093-00-017****	11/22/24	$ 32,234,098	$ -	
Sanger Unified	Fresno	Sanger Educational Complex	50/62414-00-041****	12/03/24	$ 7,218,329	$ -	
Greenfield Union	Kern	Greenfield Middle	50/63503-00-020****	12/03/24	$ 5,297,697	$ -	
Maple Elementary	Kern	New Elementary	50/63610-00-005	12/03/24	$ 644,869	$ 644,869	
Grenada Elementary	Siskiyou	Grenada Elementary	50/70326-00-003	12/11/24	$ 239,704	$ 239,704	
Alisal Union	Monterey	Buckhorn Early Learning Center	50/65961-00-013	12/13/24	$ 2,678,544	$ -	
Greenfield Union Elementary	Monterey	Arroyo Seco Academy	50/66035-00-005	12/20/24	$ 1,816,189	$ 1,816,189	
Greenfield Union Elementary	Monterey	Cesar Chavez Elementary	50/66035-00-006	12/26/24	$ 1,909,398	$ 1,909,398	
San Juan Unified	Sacramento	Katherine Johnson Middle	50/67447-05-001	01/06/25	$ 8,253,033	$ -	
Hermosa Beach City Elementary	Los Angeles	Hermosa Valley Elementary	50/64600-00-002	01/10/25	$ 157,700	$ 157,700	
San Benito High	San Benito	New High	50/67538-00-006	01/13/25	$ 10,187,040	$ 10,187,040	
Vallecitos Elementary	San Diego	Vallecitos Elementary	50/68437-00-002	01/16/25	$ 166,790	$ 166,790	
Stanislaus Union Elementary	Stanislaus	Agnes M. Baptist Elementary	50/71282-00-003	01/17/25	$ 897,270	$ -	
Stanislaus Union Elementary	Stanislaus	Mary Lou Dieterich Elementary	50/71282-00-004	01/17/25	$ 897,270	$ -	
Tehama County Department of Education	Tehama	Gerber Elementary	50/10520-00-004	01/27/25	$ -	$ -	
Santa Rosa High	Sonoma	Montgomery High	50/70920-00-002	02/03/25	$ 6,066,281	$ -	
Hesperia Unified	San Bernardino	Cottonwood Elementary	50/75044-00-042	02/06/25	$ 907,132	$ -	
Hesperia Unified	San Bernardino	Eucalyptus Elementary	50/75044-00-043	02/06/25	$ 907,132	$ -	
Hesperia Unified	San Bernardino	Kingston Elementary	50/75044-00-044	02/06/25	$ 904,046	$ -	
Hesperia Unified	San Bernardino	Mesquite Trails Elementary	50/75044-00-045	02/06/25	$ 911,900	$ -	
Tulare City	Tulare	Roosevelt Elementary	50/72231-00-011	02/11/25	$ 3,140,050	$ -	
River Delta Joint Unified	Sacramento	Riverview Middle	50/67413-00-001	02/20/25	$ 516,087	$ -	
Konocti Unified	Lake	Obsidian Middle	50/64022-00-004	03/03/25	$ 2,916,371	$ -	
Oak Park Unified	Ventura	Oak Hills Elementary	50/73874-00-002	03/03/25	$ 2,407,132	$ -	

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Red Bluff Union Elementary	Tehama	Red Bluff Community Day	50/71621-00-004	03/14/25	$ 1,389,182	$ -	
Washington Unified	Fresno	Washington High	50/76778-00-002	03/18/25	$ 1,964,836	$ -	
Kirkwood Elementary	Tehama	Kirkwood Elementary	50/71555-00-002	03/24/25	$ 158,470	$ 158,470	
North Cow Creek Elementary	Shasta	North Cow Creek Elementary	50/70078-00-003****	03/25/25	$ 389,836	$ 389,836	
General Shafter Elementary	Kern	New Elementary	50/63487-00-002	04/01/25	$ 1,247,619	$ 1,247,619	
Pleasanton Unified	Alameda	Donlon Elementary	50/75101-00-014	04/04/25	$ 2,793,715	$ -	
Pleasanton Unified	Alameda	Fairlands Elementary	50/75101-00-015	04/04/25	$ 3,164,548	$ -	
Desert Sands Unified	Riverside	Elementary #7	50/67058-00-029	04/15/25	$ 8,648,941	$ -	
Antelope Elementary	Tehama	Antelope Elementary	50/71472-00-005	04/16/25	$ 113,172	$ 113,172	
Antelope Elementary	Tehama	Berrendos Middle	50/71472-00-006	04/16/25	$ 258,452	$ 258,452	
Berkeley Unified	Alameda	Berkeley High	51/61143-00-001*	04/23/25	$ 42,858,942	$ -	
Chico Unified	Butte	Little Chico Creek Elementary	50/61424-00-014	04/28/25	$ 1,731,564	$ -	
Capistrano Unified	Orange	Capistrano Valley High	50/66464-00-028	04/28/25	$ 1,973,932	$ -	
San Luis Coastal Unified	San Luis Obispo	Bishop's Peak Elementary	50/68809-00-002	04/29/25	$ 2,763,405	$ -	
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo Elementary	50/73544-00-006	04/30/25	$ 1,593,327	$ 1,593,327	
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo Elementary	50/73544-00-007****	04/30/25	$ 906,943	$ -	
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo-Greeley Elementary	50/73544-00-008****	04/30/25	$ 461,467	$ -	
Lakeside Union	Kern	New Elementary	50/63552-00-007	05/06/25	$ 2,552,120	$ 2,552,120	
Lakeside Union	Kern	New Middle	50/63552-00-008	05/06/25	$ 1,768,910	$ 1,768,910	
Ferndale Unified	Humboldt	Ferndale Elementary	50/75374-00-002	05/13/25	$ 339,489	$ 339,489	
San Luis Coastal Unified	San Luis Obispo	C L Smith Elementary	50/68809-00-003	05/20/25	$ 1,640,102	$ -	
Ontario-Montclair	San Bernardino	Vina Danks Middle	51/67819-00-001*	05/20/25	$ 7,321,933	$ -	
Banta Unified	San Joaquin	NextGeneration STEAM Academy	50/77388-00-004	05/21/25	$ 584,964	$ -	
San Luis Coastal Unified	San Luis Obispo	Hawthorne Elementary	50/68809-00-004	05/23/25	$ 6,042,286	$ -	
Salinas Union High	Monterey	North Salinas High	50/66159-00-008	05/28/25	$ 9,196,731	$ -	
Salinas Union High	Monterey	Alisal High	50/66159-00-009	05/28/25	$ 5,858,460	$ -	
Natomas Unified	Sacramento	Natomas Pacific Pathways Prep	54/75283-00-012	05/30/25	$ 7,472,184	$ -	
Natomas Unified	Sacramento	Natomas Pacific Pathways Prep	54/75283-00-013	05/30/25	$ 2,362,842	$ -	
Colton Joint Unified	San Bernardino	Woodrow Wilson Elementary	50/67686-00-032	06/02/25	$ 2,187,888	$ -	
San Luis Coastal Unified	San Luis Obispo	Los Ranchos Elementary	50/68809-00-005	06/04/25	$ 1,794,898	$ -	
Palermo Union Elementary	Butte	Golden Hills Elementary	50/61523-00-006	06/05/25	$ 1,764,802	$ 1,764,802	
Allensworth Elementary	Tulare	Allensworth Elementary	50/71795-00-003	06/10/25	$ 735,664	$ 735,664	
Taft City	Kern	Taft Primary	50/63800-00-003	06/20/25	$ 724,263	$ -	
Liberty Elementary	Sonoma	Liberty Elementary	50/70797-00-001	06/20/25	$ 9,295,144	$ -	
Summerville Elementary	Tuolumne	Summerville Elementary	50/72405-00-001	06/23/25	$ 169,744	$ 169,744	
Summerville Elementary	Tuolumne	Summerville Elementary	50/72405-00-002	06/23/25	$ 79,235	$ 79,235	
Golden Valley Unified	Madera	Stone Creek Elementary	50/75580-00-005	06/23/25	$ 2,419,650	$ -	
Corona-Norco Unified	Riverside	Clara Barton Elementary	50/67033-00-053	06/24/25	$ 1,774,864	$ -	
Corona-Norco Unified	Riverside	Jefferson Elementary	50/67033-00-054	06/24/25	$ 1,584,700	$ -	
Corona-Norco Unified	Riverside	Louis VanderMolen Fundamental Elementary	50/67033-00-055	06/26/25	$ 1,774,864	$ -	
Madera Unified	Madera	King Husein K-8	50/65243-00-013	07/02/25	$ 25,332,635	$ -	
Hesperia Unified	San Bernardino	Cottonwood Elementary	50/75044-00-046	07/02/25	$ 1,358,847	$ -	
Hesperia Unified	San Bernardino	Cypress School of the Arts	50/75044-00-047	07/02/25	$ 1,385,562	$ -	
Hesperia Unified	San Bernardino	Kingston Elementary	50/75044-00-048	07/02/25	$ 1,369,488	$ -	
Hesperia Unified	San Bernardino	Krystal School of Science, Math & Technology	50/75044-00-049	07/02/25	$ 1,379,691	$ -	
Hesperia Unified	San Bernardino	Mission Crest Elementary	50/75044-00-050	07/02/25	$ 1,369,488	$ -	
Hesperia Unified	San Bernardino	Eucalyptus Elementary	50/75044-00-051	07/02/25	$ 1,366,242	$ -	
Hesperia Unified	San Bernardino	Topaz Preparatory Academy	50/75044-00-052	07/02/25	$ 1,419,916	$ -	

SFP APPLICATIONS
New Construction and Charter School Facilities Program
- Workload as of July 31, 2025 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Corona-Norco Unified	Riverside	Harada Elementary	50/67033-00-056	07/03/25	$ 1,331,148	$ -	
Los Banos Unified	Merced	Los Banos Early Education Complex	50/65755-00-016	07/09/25	$ 7,715,614	$ -	
Arcadia Unified	Los Angeles	Baldwin Stocker Elementary	50/64261-00-003	07/11/25	$ 959,820	$ -	
Arcadia Unified	Los Angeles	Camino Grove Elementary	50/64261-00-004	07/11/25	$ 992,192	$ -	
El Nido Elementary	Merced	El Nido Elementary	50/65680-00-001	07/14/25	$ 407,084	$ 407,084	
Romoland Elementary	Riverside	Granite High (Monument Ranch)	50/67231-00-005	07/16/25	$ 25,486,663	$ -	
Hesperia Unified	San Bernardino	Maple Elementary	50/75044-00-053	07/16/25	$ 3,214,170	$ -	
Kern High	Kern	East Bakersfield High	50/63529-00-017	07/23/25	$ 654,945	$ -	
Paradise Unified	Butte	Paradise Elementary	50/61531-00-005	07/24/25	$ 13,095,389	$ -	
Irvine Unified	Orange	Canyon View Elementary	50/73650-04-004	07/24/25	$ 559,335	$ -	
Irvine Unified	Orange	Stonegate Elementary	50/73650-04-005	07/24/25	$ 4,474,627	$ -	
Kern High	Kern	Vista West Continuation High	50/63529-00-018	07/25/25	$ 2,148,102	$ -	
Kern High	Kern	Highland High	50/63529-00-019	07/28/25	$ 654,945	$ -	
Marysville Joint Unified	Yuba	East Linda Middle	50/72736-00-035	07/29/25	$ 2,353,244	$ 2,353,244	
Imperial Unified	Imperial	Imperial Cross Elementary	50/63164-00-008	07/30/25	$ 910,112	$ -	
Kern High	Kern	Arvin High	50/63529-00-020	07/31/25	$ 1,746,521	$ -	
Santa Monica-Malibu Unified	Los Angeles	Muir (John) Elementary	51/64980-00-003	07/31/25	$ 2,484,012	$ -	
Santa Monica-Malibu Unified	Los Angeles	Muir (John) Elementary	51/64980-00-004	07/31/25	$ 2,220,186	$ -	
Santa Monica-Malibu Unified	Los Angeles	Muir (John) Elementary	51/64980-00-005	07/31/25	$ 2,484,218	$ -	
					$ 1,625,172,521	**$ 38,602,198**	
				Total (does not include duplicate submittals)	**$**	**1,663,774,718**	

NEW CONSTRUCTION FUNDING SUB-TOTALS	**$ 1,522,796,876**	**$ 38,602,198**
NEW CONSTRUCTION FACILITY HARDSHIP - NON SEISMIC	**$ 7,188,416**	
NEW CONSTRUCTION FUNDING TOTAL		**$1,568,587,490**
NEW CONSTRUCTION FACILITY HARDSHIP - SEISMIC	**$ 85,352,203**	**$ -**
CHARTER SCHOOLS	**$ 9,835,026**	**$ -**

(a) Represents estimated state share of project including excessive cost grants. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program requirements.

(b) Represents estimated financial hardship. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program requirements.

*Facility Hardship project requesting Seismic Mitigation Program funding.

** School districts have been notified that the Office of Public School Construction will begin processing the district's application in the near future.

*** Estimated State Grant is equal to the estimated State Share at the time the application was submitted.

**** This application has been identified as a duplicate submittal to a previously received application that has not yet been processed.

SFP APPLICATIONS
Modernization School Facilities Program
- Workload as of July 31, 2025 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
San Lorenzo Unified	Alameda	Lorenzo Manor Elementary	57/61309-00-019	04/12/22	$ 725,024	$ -	03/01/24
Desert Sands Unified	Riverside	James Earl Carter Elementary	57/67058-00-027	06/09/22	$ 3,563,958	$ -	10/01/24
San Ramon Valley Unified	Contra Costa	Monte Vista High	57/61804-00-050	06/21/22	$ 2,013,096	$ -	01/02/25
Firebaugh-Las Deltas Unified	Fresno	Hazel M. Bailey Primary	57/73809-00-007	06/22/22	$ 2,665,139	$ -	01/02/25
Napa Valley Unified	Napa	Shearer Elementary	57/66266-00-043	07/06/22	$ 825,985	$ -	01/02/25
Fresno Unified	Fresno	McLane High	57/62166-00-147	07/07/22	$ 1,973,319	$ -	01/02/25
Fresno Unified	Fresno	Roosevelt High	57/62166-00-148	07/07/22	$ 4,761,015	$ -	01/02/25
Los Angeles Unified	Los Angeles	Elizabeth Learning Center	57/64733-00-740	07/08/22	$ 23,153,513	$ -	01/02/25
Folsom-Cordova Unified	Sacramento	Natoma Station Elementary	57/67330-00-013	07/08/22	$ 2,887,576	$ -	01/02/25
Anaheim Union High	Orange	Magnolia High	57/66431-00-031	07/15/22	$ 1,175,602	$ -	01/02/25
La Canada Unified	Los Angeles	Palm Crest Elementary	57/64659-00-009	07/18/22	$ 1,690,836	$ -	01/02/25
Temecula Valley Unified	Riverside	Vintage Hills Elementary	57/75192-00-020	07/18/22	$ 4,976,650	$ -	01/02/25
Pomona Unified	Los Angeles	Allison Elementary	57/64907-00-048	07/19/22	$ 699,903	$ -	01/02/25
Capistrano Unified	Orange	Tesoro High	57/66464-00-026	07/19/22	$ 1,827,518	$ -	01/02/25
Pomona Unified	Los Angeles	Harrison Elementary	57/64907-00-049	07/20/22	$ 1,021,809	$ -	01/02/25
Napa County Office of Education	Napa	Napa County Community	57/10280-00-001	07/26/22	$ 1,522,528	$ -	03/03/25
Los Angeles Unified	Los Angeles	Ninety-Second Street Elementary	57/64733-00-741	07/27/22	$ 6,510,147	$ -	03/03/25
San Juan Unified	Sacramento	San Juan High	57/67447-00-078	07/27/22	$ 4,489,464	$ -	03/03/25
Yuba County Office of Education	Yuba	Spring Valley School	57/10587-00-004	07/28/22	$ 421,270	$ 280,847	03/03/25
Waterford Unified	Stanislaus	Waterford Junior High	57/75572-00-005	07/28/22	$ 1,964,525	$ -	03/03/25
Waterford Unified	Stanislaus	Richard M. Moon Primary	57/75572-00-006	07/28/22	$ 3,469,242	$ 2,312,828	03/03/25
Greenfield Union	Kern	Fairview Elementary	57/63503-00-011	07/29/22	$ 4,546,409	$ 3,030,939	03/03/25
Mountain View Whisman	Santa Clara	Amy Imai Elementary	57/69591-00-006	08/01/22	$ 1,933,212	$ -	03/03/25
Mountain View Whisman	Santa Clara	Edith Landels Elementary	57/69591-00-007	08/01/22	$ 2,042,065	$ -	03/03/25
Mountain View Whisman	Santa Clara	Isaac Newton Graham Middle	57/69591-00-008	08/01/22	$ 3,546,225	$ -	03/03/25
Mountain View Whisman	Santa Clara	Benjamin Bubb Elementary	57/69591-00-009	08/01/22	$ 2,494,672	$ -	03/03/25
Mountain View-Los Altos Union High	Santa Clara	Mountain View High	57/69609-00-007	08/03/22	$ 1,952,607	$ -	03/03/25
Hanford Elementary	Kings	Lee Richmond Elementary	57/63917-00-011	08/05/22	$ 620,015	$ -	03/03/25
Hanford Elementary	Kings	Roosevelt Elementary	57/63917-00-012	08/05/22	$ 1,227,752	$ -	03/03/25
San Benito High	San Benito	Hollister High	57/67538-00-007	08/09/22	$ 1,489,873	$ -	03/03/25
San Benito High	San Benito	Hollister High	57/67538-00-008	08/09/22	$ 6,029,189	$ -	03/03/25
San Benito High	San Benito	Hollister High	57/67538-00-009	08/10/22	$ 1,148,465	$ -	04/01/25
Lammersville Joint Unified	San Joaquin	Lammersville Elementary	57/76760-00-002	08/10/22	$ 2,363,198	$ -	04/01/25
Imperial County Office of Education	Imperial	Imperial Valley Center	57/10132-00-002	08/11/22	$ 4,543,368	$ -	04/01/25
Pomona Unified	Los Angeles	Golden Springs Elementary	57/64907-00-050	08/11/22	$ 973,417	$ -	04/01/25
Santa Barbara Unified	Santa Barbara	Harding University Partnership	57/76786-00-020	08/11/22	$ 1,721,568	$ -	04/01/25
Anaheim Union High	Orange	Anaheim High	57/66431-01-003	08/15/22	$ 937,125	$ -	04/01/25
Yuba County Office of Education	Yuba	Agnes Weber Meade (Sdl)	57/10587-00-001	08/16/22	$ 1,065,828	$ -	04/01/25
Vacaville Unified	Los Angeles	Buckingham Collegiate Charter Academy	57/70573-00-019	08/16/22	$ 3,058,512	$ -	04/01/25
Alhambra Unified	Los Angeles	Marguerita Elementary	57/75713-00-030	08/16/22	$ 4,081,175	$ -	04/01/25
Alhambra Unified	Los Angeles	Monterey Highlands Elementary	57/75713-00-031	08/16/22	$ 3,341,620	$ -	04/01/25
Alhambra Unified	Los Angeles	Brightwood Elementary	57/75713-00-032	08/16/22	$ 4,689,655	$ -	04/01/25
Alhambra Unified	Los Angeles	Emery Park Elementary	57/75713-00-033	08/16/22	$ 1,280,632	$ -	04/01/25
Riverdale Joint Unified	Fresno	Fipps Primary	57/75408-00-007	08/17/22	$ 974,694	$ -	04/01/25
Riverdale Joint Unified	Fresno	Riverdale Elementary	57/75408-00-008	08/17/22	$ 230,325	$ -	04/01/25
Riverdale Joint Unified	Fresno	Riverdale High	57/75408-00-009	08/17/22	$ 1,269,522	$ -	04/01/25
San Luis Coastal Unified	San Luis Obispo	San Luis Obispo High	57/68809-00-032	08/18/22	$ 2,952,034	$ -	04/01/25
Windsor Unified	Sonoma	Cali Calmecac Language Academy	57/75358-00-006	08/24/22	$ 2,514,317	$ -	04/01/25

SFP APPLICATIONS
Modernization School Facilities Program
- Workload as of July 31, 2025 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Visalia Unified	Tulare	La Joya Middle	57/72256-00-035	08/25/22	$ 4,459,387	$ -	04/01/25
Hayward Unified	Alameda	Winton Middle	57/61192-00-006	08/29/22	$ 3,817,884	$ -	04/01/25
Del Norte County Unified	Del Norte	Redwood Elementary	57/61820-00-019	08/31/22	$ 954,538	$ -	04/01/25
Del Norte County Unified	Del Norte	Smith River Elementary	57/61820-00-020	08/31/22	$ 707,717	$ -	04/01/25
Los Angeles Unified	Los Angeles	One Hundred Sevents Street Elementary	57/64733-00-742	08/31/22	$ 1,907,510	$ -	04/01/25
San Mateo Union High	San Mateo	San Mateo High	57/69047-00-007	08/31/22	$ 1,722,665	$ -	04/01/25
San Mateo Union High	San Mateo	Capuchino High	57/69047-00-008	08/31/22	$ 1,825,976	$ -	04/01/25
San Mateo Union High	San Mateo	Mills High	57/69047-00-009	09/01/22	$ 865,538	$ -	05/01/25
San Mateo Union High	San Mateo	Burlingame High	57/69047-00-010	09/01/22	$ 4,655,344	$ -	05/01/25
San Mateo Union High	San Mateo	Hillsdale High	57/69047-00-011	09/01/22	$ 5,337,097	$ -	05/01/25
San Mateo Union High	San Mateo	Aragon High	57/69047-00-012	09/01/22	$ 3,113,529	$ -	05/01/25
Redding Elementary	Shasta	Juniper Elementary	57/70110-00-011	09/01/22	$ 1,275,879	$ -	05/01/25
Visalia Unified	Tulare	Redwood High	57/72256-00-036	09/07/22	$ 8,601,516	$ -	05/01/25
Vista Unified	San Diego	Rancho Buena Vista High	57/68452-00-013	09/09/22	$ 1,462,014	$ -	05/01/25
Vista Unified	San Diego	Vista Academy of Visual and Performing Arts	57/68452-00-014	09/09/22	$ 693,680	$ -	05/01/25
Vista Unified	San Diego	Vista Magnet Middle School of Technology, Scienc	57/68452-00-015	09/09/22	$ 1,253,731	$ -	05/01/25
Redding Elementary	Shasta	Turtle Bay	57/70110-00-012	09/09/22	$ 1,467,178	$ -	05/01/25
Visalia Unified	Tulare	Valley Oak Middle	57/72256-00-037	09/13/22	$ 2,894,248	$ -	05/01/25
Long Beach Unified	Los Angeles	Burcham Elementary	57/64725-00-052	09/20/22	$ 6,470,500	$ -	05/01/25
Long Beach Unified	Los Angeles	Barton Elementary	57/64725-00-053	09/20/22	$ 7,193,025	$ -	05/01/25
Long Beach Unified	Los Angeles	Bryant Elementary	57/64725-00-054	09/20/22	$ 4,721,657	$ -	05/01/25
Lucia Mar Unified	San Luis Obispo	Arroyo Grande High	57/68759-00-024	09/20/22	$ 5,001,927	$ -	05/01/25
San Juan Unified	Sacramento	Del Paso Manor Elementary	57/67447-00-079	09/21/22	$ 662,218	$ -	05/01/25
Colton Joint Unified	San Bernardino	Terrace Hills Middle	57/67686-00-027	09/22/22	$ 952,923	$ -	05/01/25
Snowline Joint Unified	San Bernardino	Baldy Mesa Elementary	57/73957-00-003	09/23/22	$ 5,059,475	$ -	05/01/25
Snowline Joint Unified	San Bernardino	Chaparral High	57/73957-00-004	09/23/22	$ 2,121,725	$ -	05/01/25
Lucia Mar Unified	San Luis Obispo	Fairgrove Elementary	57/68759-00-025	09/29/22	$ 1,496,985	$ -	05/01/25
Vallejo City Unified	Solano	Jesse M. Bethel High	57/70581-00-024	09/29/22	$ 2,775,937	$ -	05/01/25
Los Angeles Unified	Los Angeles	One Hundred Fifty-Third Street	57/64733-00-743	10/05/22	$ 578,191	$ -	05/01/25
Ocean View	Orange	Star View Elementary	57/66613-00-025	10/07/22	$ 858,917	$ -	05/01/25
Castro Valley Unified	Alameda	Chabot Elementary	57/61150-00-032	10/10/22	$ 510,060	$ -	05/01/25
San Juan Unified	Sacramento	Greer Elementary	57/67447-00-080	10/10/22	$ 474,022	$ -	05/01/25
Castro Valley Unified	Alameda	Independent Elementary	57/61150-00-033	10/13/22	$ 2,053,061	$ -	05/01/25
East Side Union High	Santa Clara	Independence High	57/69427-00-042	10/14/22	$ 1,129,027	$ -	05/01/25
San Juan Unified	Sacramento	Lichen K-8	57/67447-00-081	10/17/22	$ 2,127,194	$ -	05/01/25
Los Angeles Unified	Los Angeles	Garvanza Elementary	57/64733-00-744	10/18/22	$ 2,019,801	$ -	05/01/25
Capistrano Unified	Orange	Aliso Niguel High	57/66464-00-027	10/18/22	$ 1,874,147	$ -	05/01/25
Natomas Unified	Sacramento	American Lakes	57/75283-00-010	10/18/22	$ 3,340,838	$ -	05/01/25
San Diego Unified	San Diego	Balboa Elementary	57/68338-00-273	10/19/22	$ 9,474,093	$ -	05/01/25
Val Verde Unified	Riverside	Vista Verde Middle	57/75242-00-013	10/19/22	$ 549,789	$ -	05/01/25
Los Angeles Unified	Los Angeles	Aragon Avenue Elementary	57/64733-00-745	10/20/22	$ 3,468,406	$ -	05/01/25
Los Angeles Unified	Los Angeles	Belvedere Middle	57/64733-09-012	10/20/22	$ 8,317,822	$ -	05/01/25
Los Angeles Unified	Los Angeles	Thomas Jefferson Senior High	57/64733-13-011	10/20/22	$ 26,205,856	$ -	05/01/25
Castro Valley Unified	Alameda	Castro Valley Elementary	57/61150-00-034	10/25/22	$ 889,525	$ -	05/01/25
Castro Valley Unified	Alameda	Marshall Elementary	57/61150-00-035	10/25/22	$ 1,000,074	$ -	05/01/25
Castro Valley Unified	Alameda	Stanton Elementary	57/61150-00-036	10/25/22	$ 1,006,248	$ -	05/01/25
Castro Valley Unified	Alameda	Proctor Elementary	57/61150-00-037	10/25/22	$ 1,517,774	$ -	05/01/25
Monterey Peninsula Unified	Monterey	Martin Luther King	57/66092-00-043	10/25/22	$ 329,990	$ -	05/01/25

SFP APPLICATIONS
Modernization School Facilities Program
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Pomona Unified	Los Angeles	Simons Middle	57/64907-00-051	10/26/22	$ 2,993,985	$ -	05/01/25
Pittsburg Unified	Contra Costa	Parkside Elementary	57/61788-00-014	10/27/22	$ 139,907	$ -	05/01/25
Los Angeles Unified	Los Angeles	Second Street Elementary	57/64733-00-746	11/03/22	$ 3,357,743	$ -	06/02/25
San Dieguito Union High	San Diego	Diegueno Middle	57/68346-00-010	11/04/22	$ 6,378,380	$ -	06/02/25
Los Angeles Unified	Los Angeles	Belvedere Middle	57/64733-09-013	11/07/22	$ 8,317,822	$ -	06/02/25
Los Angeles Unified	Los Angeles	Daniel Webster Middle	57/64733-24-009	11/07/22	$ 2,502,777	$ -	06/02/25
Los Angeles Unified	Los Angeles	Twenty-Fourth Street Elementary	57/64733-00-747	11/09/22	$ 3,530,518	$ -	06/02/25
Ocean View	Orange	Vista View Middle	57/66613-00-026	11/09/22	$ 834,256	$ -	06/02/25
Nevada Joint Union High	Nevada	Bear River High	57/66357-00-015	11/11/22	$ 4,199,229	$ -	06/02/25
Los Angeles Unified	Los Angeles	Castelar Street Elementary	57/64733-00-748	11/15/22	$ 2,108,585	$ -	06/02/25
Morongo Unified	San Bernardino	Twentynine Palms High	57/67777-00-010	11/17/22	$ 2,382,390	$ -	06/02/25
Chula Vista Elementary	San Diego	Feaster (Mae L.) Charter	57/68023-00-020	11/17/22	$ 5,419,613	$ -	06/02/25
Benicia Unified	Solano	Benicia High	57/70524-00-018	11/18/22	$ 2,930,340	$ -	06/02/25
Benicia Unified	Solano	Matthew Turner Elementary	57/70524-00-019	11/18/22	$ 1,143,890	$ -	06/02/25
Lamont Elementary	Kern	Alicante Avenue Elementary	57/63560-00-005	11/21/22	$ 1,331,109	$ -	06/02/25
Lamont Elementary	Kern	Lamont Elementary	57/63560-00-006	11/21/22	$ 2,852,292	$ -	06/02/25
Ocean View	Orange	Marine View Middle	57/66613-00-027	11/21/22	$ 767,590	$ -	06/02/25
Los Angeles Unified	Los Angeles	James Madison Middle	57/64733-00-749	11/22/22	$ 2,451,838	$ -	06/02/25
Los Angeles Unified	Los Angeles	Ambler Avenue Elementary	57/64733-00-750	11/22/22	$ 1,158,703	$ -	06/02/25
Jurupa Unified	Riverside	Jurupa Middle	57/67090-00-017	11/22/22	$ 4,566,713	$ -	06/02/25
Los Angeles Unified	Los Angeles	Anatola Avenue Elementary	57/64733-00-751	12/02/22	$ 1,845,345	$ -	06/02/25
Los Angeles Unified	Los Angeles	Bancroft (Hubert Howe) Junior	57/64733-31-009	12/02/22	$ 5,340,325	$ -	06/02/25
San Mateo Union High	San Mateo	Capuchino High	57/69047-00-013	12/02/22	$ 935,967	$ -	06/02/25
Los Angeles Unified	Los Angeles	Canfield Avenue Elementary	57/64733-00-752	12/05/22	$ 2,026,799	$ -	06/02/25
Sunnyvale	Santa Clara	Ellis Elementary	57/69690-00-014	12/06/22	$ 2,178,244	$ -	06/02/25
Sequoia Union High	San Mateo	Woodside High	57/69062-00-039	12/07/22	$ 1,935,008	$ -	06/02/25
Capistrano Unified	Orange	Dana Hills High	57/66464-00-028	12/08/22	$ 796,991	$ -	06/02/25
Natomas Unified	Sacramento	Natomas High	57/75283-00-011	12/08/22	$ 4,513,367	$ -	06/02/25
Santa Barbara Unified	Santa Barbara	Monroe Elementary	57/76786-00-021	12/09/22	$ 999,273	$ -	06/02/25
San Ramon Valley Unified	Contra Costa	Alamo Elementary	57/61804-00-047	12/12/22	$ 837,192	$ -	06/02/25
Vista Unified	San Diego	Vista High	57/68452-00-016	12/15/22	$ 9,424,252	$ -	06/02/25
Albany City Unified	Alameda	Marin Elementary	57/61127-00-007	12/22/22	$ 1,578,838	$ -	06/02/25
Los Angeles Unified	Los Angeles	Sixth Avenue Elementary	57/64733-00-753	01/03/23	$ 2,637,353	$ -	06/02/25
Ravenswood City Elementary	San Mateo	Cesar Chavez Ravenswood Middle	57/68999-00-018	01/05/23	$ 3,985,647	$ -	06/02/25
Santa Ana Unified	Orange	McFadden Institute of Technology	57/66670-00-068	01/06/23	$ 2,361,364	$ -	06/02/25
Visalia Unified	Tulare	Pinkham Elementary	57/72256-00-038	01/09/23	$ 1,390,315	$ -	06/02/25
Los Angeles Unified	Los Angeles	John A. Sutter Middle	57/64733-00-754	01/10/23	$ 157,444	$ -	06/02/25
Novato Unified	Marin	Sinaloa Middle	57/65417-00-027	01/10/23	$ 566,114	$ -	06/02/25
San Bernardino City Unified	San Bernardino	San Gorgonio High	57/67876-00-122	01/10/23	$ 2,010,909	$ -	06/02/25
Novato Unified	Marin	Rancho Elementary	57/65417-00-028	01/17/23	$ 408,328	$ -	06/02/25
Arcadia Unified	Los Angeles	Baldwin Stocker Elementary	57/64261-00-001	01/18/23	$ 5,336,064	$ -	06/02/25
Ukiah Unified	Mendocino	Nokomis Elementary	57/65615-00-009	01/18/23	$ 1,673,124	$ -	06/02/25
Ukiah Unified	Mendocino	Oak Manor Elementary	57/65615-00-010	01/18/23	$ 1,989,893	$ -	06/02/25
San Juan Unified	Sacramento	San Juan High	57/67447-00-082	01/18/23	$ 5,326,686	$ -	06/02/25
Vallejo City Unified	Solano	Solano Widenmann Leadership Academy	57/70581-00-025	01/18/23	$ 2,649,036	$ -	06/02/25
Arcadia Unified	Los Angeles	Camino Grove Elementary	57/64261-00-002	01/19/23	$ 5,335,432	$ -	06/02/25
Los Angeles Unified	Los Angeles	Luther Burbank Middle	57/64733-00-755	01/19/23	$ 1,971,135	$ -	06/02/25
Arcadia Unified	Los Angeles	First Avenue Middle	57/64261-00-003	01/20/23	$ 5,620,528	$ -	06/02/25

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Arcadia Unified	Los Angeles	Hugo Reid Elementary	57/64261-00-004	01/20/23	$ 3,809,130	$ -	06/02/25
Arcadia Unified	Los Angeles	Highland Oaks Elementary	57/64261-00-005	01/20/23	$ 4,210,379	$ -	06/02/25
Cutten Elementary	Humboldt	Cutten Elementary	57/62745-00-002	01/23/23	$ 539,768	$ -	07/01/25
San Juan Unified	Sacramento	John Barrett Middle	57/67447-00-083	01/23/23	$ 4,282,903	$ -	07/01/25
Lakeside Union Elementary	San Diego	Lakeside Farms Elementary	57/68189-00-010	01/23/23	$ 916,671	$ -	07/01/25
Alhambra Unified	Los Angeles	Martha Baldwin Elementary	57/75713-00-034	01/23/23	$ 5,183,132	$ -	07/01/25
Alhambra Unified	Los Angeles	Ramona Elementary	57/75713-00-035	01/23/23	$ 6,086,692	$ -	07/01/25
Alhambra Unified	Los Angeles	Ynez Elementary	57/75713-00-036	01/23/23	$ 5,358,027	$ -	07/01/25
Los Angeles Unified	Los Angeles	Andrew Carnegie Middle	57/64733-00-756	01/25/23	$ 2,135,675	$ -	07/01/25
Los Angeles Unified	Los Angeles	Ascot Avenue Elementary	57/64733-00-757	01/26/23	$ 8,993,561	$ -	07/01/25
Los Angeles Unified	Los Angeles	Westchester Cont High	57/64733-61-010	01/26/23	$ 3,352,088	$ -	07/01/25
Gravenstein Union Elementary	Sonoma	Hillcrest Middle	57/70714-00-004	01/26/23	$ 858,950	$ -	07/01/25
Meridian Elementary	Sutter	Meridian Elementary	57/71415-00-002	01/27/23	$ 254,933	$ -	07/01/25
Arcadia Unified	Los Angeles	Hugo Reid Elementary	57/64261-00-006	01/31/23	$ 1,268,194	$ -	07/01/25
Arcadia Unified	Los Angeles	Richard Henry Dana Middle	57/64261-00-007	01/31/23	$ 4,458,083	$ -	07/01/25
Arcadia Unified	Los Angeles	Longley Way Elementary	57/64261-00-008	01/31/23	$ 3,971,635	$ -	07/01/25
San Diego Unified	San Diego	De Portola Middle	57/68338-00-274	01/31/23	$ 2,671,782	$ -	07/01/25
Arcadia Unified	Los Angeles	Foothills Middle	57/64261-00-009	02/01/23	$ 4,571,969	$ -	07/01/25
El Monte Union High	Los Angeles	South El Monte High	57/64519-00-005	02/02/23	$ 9,804,468	$ -	07/01/25
Riverside Unified	Riverside	Sierra Middle	57/67215-00-050	02/05/23	$ 5,509,454	$ -	07/01/25
Riverside Unified	Riverside	Jefferson Elementary	57/67215-00-051	02/06/23	$ 6,168,873	$ -	07/01/25
San Juan Unified	Sacramento	Starr King K-8	57/67447-00-084	02/08/23	$ 27,083,703	$ -	07/01/25
Lakeside Union Elementary	San Diego	Lindo Park Elementary	57/68189-00-011	02/08/23	$ 21,825,459	$ -	07/01/25
Durham Unified	Butte	Durham High	57/61432-00-002	02/10/23	$ 1,062,186	$ -	07/01/25
Waugh Elementary	Sonoma	Corona Creek Elementary	57/70995-00-002	02/13/23	$ 1,166,047	$ -	07/01/25
San Leandro Unified	Alameda	Bancroft Middle	57/61291-00-027	02/14/23	$ 979,589	$ -	07/01/25
Los Angeles Unified	Los Angeles	Glenwood Elementary	57/64733-38-025	02/14/23	$ 816,656	$ -	07/01/25
Santa Ana Unified	Orange	Sierra Intermediate	57/66670-00-069	02/14/23	$ 1,404,162	$ -	07/01/25
Alameda Unified	Alameda	Bay Farm Elementary	57/61119-00-025	02/16/23	$ 4,754,593	$ -	07/01/25
Ventura County Office of Education	Ventura	Gateway Community	57/10561-00-005	02/21/23	$ 1,901,205	$ -	07/01/25
Los Angeles Unified	Los Angeles	Carson Senior High	57/64733-54-028	02/21/23	$ 6,751,761	$ -	07/01/25
Riverside Unified	Riverside	John W. North high	57/67215-00-052	02/21/23	$ 9,280,102	$ -	07/01/25
Lawndale Elementary	Los Angeles	Jane Addams Middle	57/64691-00-011	02/22/23	$ 1,326,156	$ -	07/01/25
Arcohe Union Elementary	Sacramento	Arcohe Elementary	57/67280-00-002	02/22/23	$ 1,309,477	$ -	07/01/25
Los Angeles Unified	Los Angeles	Robert Frost Middle	57/64733-00-758	02/23/23	$ 250,670	$ -	07/01/25
Los Angeles Unified	Los Angeles	Fries Avenue Elementary	57/64733-00-759	02/23/23	$ 2,868,656	$ -	07/01/25
Los Angeles Unified	Los Angeles	Richard Henry Dana Middle	57/64733-20-024	02/27/23	$ 2,346,635	$ -	07/01/25
Novato Unified	Marin	San Jose Middle	57/65417-00-029	02/27/23	$ 1,111,888	$ -	07/01/25
El Segundo Unified	Los Angeles	El Segundo Middle	57/64535-00-008	02/28/23	$ 714,173	$ -	08/01/25
El Segundo Unified	Los Angeles	Center Street Elementary	57/64535-00-009	03/01/23	$ 1,100,404	$ -	08/01/25
Los Angeles Unified	Los Angeles	Christopher Dena Elementary	57/64733-00-760	03/02/23	$ 1,541,397	$ -	08/01/25
Los Angeles Unified	Los Angeles	Calabash Charter Academy	57/64733-00-761	03/02/23	$ 1,938,220	$ -	08/01/25
Los Angeles Unified	Los Angeles	Charles Leroy Lowman Special Education and Car	57/64733-00-762	03/03/23	$ 802,995	$ -	08/01/25
Lakeside Union Elementary	San Diego	Lakeside Farms Elementary	57/68189-00-012	03/08/23	$ 2,185,152	$ -	08/01/25
Snowline Joint Unified	San Bernardino	Pinon Hills Elementary	57/73957-00-001	03/08/23	$ 5,231,587	$ -	08/01/25
Snowline Joint Unified	San Bernardino	Quail Valley Middle	57/73957-00-006	03/08/23	$ 11,746,585	$ -	08/01/25
San Juan Unified	Sacramento	Rio Americano High	57/67447-00-085	03/09/23	$ 546,350	$ -	08/01/25
El Segundo Unified	Los Angeles	El Segundo High	57/64535-00-010	03/10/23	$ 2,175,522	$ -	08/01/25

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Merced Union High	Merced	Merced High	57/65789-00-011	03/10/23	$ 887,781	$ -	08/01/25
Lawndale Elementary	Los Angeles	William Anderson Elementary	57/64691-00-012	03/13/23	$ 1,290,478	$ -	08/01/25
Lawndale Elementary	Los Angeles	William Green Elementary	57/64691-00-013	03/13/23	$ 1,487,579	$ -	08/01/25
Lawndale Elementary	Los Angeles	Billy Mitchell Elementary	57/64691-00-014	03/13/23	$ 1,027,578	$ -	08/01/25
Lawndale Elementary	Los Angeles	Will Rogers Middle	57/64691-00-015	03/13/23	$ 1,585,565	$ -	08/01/25
Lawndale Elementary	Los Angeles	F. D. Roosevelt Elementary	57/64691-00-016	03/13/23	$ 1,238,677	$ -	08/01/25
Lawndale Elementary	Los Angeles	Mark Twain Elementary	57/64691-00-017	03/13/23	$ 606,652	$ -	08/01/25
Riverside Unified	Riverside	Jackson Elementary	57/67215-00-053	03/13/23	$ 5,678,847	$ -	08/01/25
San Diego Unified	San Diego	Ralph Waldo Emerson Elementary	57/68338-00-275	03/15/23	$ 2,774,042	$ -	08/01/25
Hesperia Unified	San Bernardino	Carmel Elementary	57/75044-00-008	03/16/23	$ 912,900	$ -	08/01/25
Hesperia Unified	San Bernardino	Mojave High	57/75044-00-009	03/16/23	$ 1,221,915	$ -	08/01/25
Hesperia Unified	San Bernardino	Cottonwood Elementary	57/75044-00-010	03/16/23	$ 1,109,665	$ -	08/01/25
Hesperia Unified	San Bernardino	Mesa Grande Elementary	57/75044-00-011	03/16/23	$ 1,795,370	$ -	08/01/25
Hesperia Unified	San Bernardino	Cypress School of the Arts	57/75044-00-012	03/16/23	$ 1,612,790	$ -	08/01/25
Hesperia Unified	San Bernardino	Mesquite Trails Elementary	57/75044-00-013	03/16/23	$ 882,470	$ -	08/01/25
Hesperia Unified	San Bernardino	Kingston Elementary	57/75044-00-014	03/16/23	$ 1,734,510	$ -	08/01/25
Hesperia Unified	San Bernardino	Hollyvale Elementary	57/75044-00-015	03/16/23	$ 876,384	$ -	08/01/25
Hesperia Unified	San Bernardino	Hesperia High	57/75044-00-016	03/16/23	$ 5,182,605	$ -	08/01/25
Hesperia Unified	San Bernardino	Hesperia Junior High	57/75044-00-017	03/16/23	$ 2,638,760	$ -	08/01/25
Hesperia Unified	San Bernardino	Joshua Circle Elementary	57/75044-00-018	03/16/23	$ 1,399,780	$ -	08/01/25
Hesperia Unified	San Bernardino	Juniper Elementary	57/75044-00-019	03/16/23	$ 1,156,340	$ -	08/01/25
Hesperia Unified	San Bernardino	Lime Street Elementary	57/75044-00-020	03/16/23	$ 1,430,210	$ -	08/01/25
Hesperia Unified	San Bernardino	Maple Elementary	57/75044-00-021	03/16/23	$ 518,040	$ -	08/01/25
Hesperia Unified	San Bernardino	Cedar Middle	57/75044-00-022	03/16/23	$ 2,123,880	$ -	08/01/25
Hesperia Unified	San Bernardino	Eucalyptus Elementary	57/75044-00-023	03/16/23	$ 821,610	$ -	08/01/25
Hesperia Unified	San Bernardino	Sultana High	57/75044-00-024	03/16/23	$ 4,466,310	$ -	08/01/25
Hesperia Unified	San Bernardino	Canyon Ridge High	57/75044-00-025	03/16/23	$ 2,359,560	$ -	08/01/25
Hesperia Unified	San Bernardino	Mission Crest Elementary	57/75044-00-026	03/16/23	$ 2,130,100	$ -	08/01/25
Hesperia Unified	San Bernardino	Krystal School of Science, Math & Technology	57/75044-00-027	03/16/23	$ 1,977,950	$ -	08/01/25
Hesperia Unified	San Bernardino	Ranchero Middle	57/75044-00-028	03/16/23	$ 3,218,000	$ -	08/01/25
Hesperia Unified	San Bernardino	Topaz Preparatory Academy	57/75044-00-029	03/16/23	$ 1,673,650	$ -	08/01/25
San Diego Unified	San Diego	Bell Middle	57/68338-00-277	03/17/23	$ 10,540,822	$ -	08/01/25
Turlock Unified	Stanislaus	Wakefield Elementary	57/75739-00-018	03/17/23	$ 2,812,962	$ -	08/01/25
Downey Unified	Los Angeles	Old River Elementary	57/64451-00-034	03/19/23	$ 467,316	$ -	03/01/24
Los Angeles Unified	Los Angeles	Vinedale College Preparatory Academy	57/64733-38-026	03/20/23	$ 2,321,950	$ -	
Greenfield Union Elementary	Monterey	Mary Chapa Academy	57/66035-00-005	03/20/23	$ 6,429,682	$ -	
Los Angeles Unified	Los Angeles	Third Street Elementary	57/64733-00-763	03/21/23	$ 2,288,158	$ -	
San Diego Unified	San Diego	Standley Middle	57/68338-00-278	03/21/23	$ 838,047	$ -	
Turlock Unified	Stanislaus	Turlock Junior High	57/75739-00-019	03/21/23	$ 10,297,025	$ -	
San Diego Unified	San Diego	Cadman Elementary	57/68338-00-279	03/22/23	$ 644,690	$ -	
Los Angeles Unified	Los Angeles	Seventy-Fifth Street Elementary	57/64733-15-013	03/23/23	$ 1,796,785	$ -	
Porterville Unified	Tulare	Porterville High	57/75523-00-017	03/23/23	$ 1,105,787	$ -	
San Diego Unified	San Diego	Bird Rock Elementary	57/68338-00-280	03/24/23	$ 800,953	$ -	
San Diego Unified	San Diego	Correia Middle	57/68338-00-281	03/24/23	$ 385,679	$ -	
Los Angeles Unified	Los Angeles	Union Avenue Elementary	57/64733-11-015	03/29/23	$ 2,723,732	$ -	
San Diego Unified	San Diego	Whitman Elementary	57/68338-00-282	04/03/23	$ 693,968	$ -	
San Diego Unified	San Diego	Walker Elementary	57/68338-00-283	04/03/23	$ 693,968	$ -	
Los Angeles Unified	Los Angeles	Amestoy Elementary	57/64733-33-023	04/04/23	$ 3,197,802	$ -	

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San Diego Unified	San Diego	Sandburg Elementary	57/68338-00-284	04/04/23	$ 817,380	$ -	
San Diego Unified	San Diego	Pacific Beach Elementary	57/68338-00-285	04/04/23	$ 468,926	$ -	
Los Angeles Unified	Los Angeles	Canoga Park Senior High	57/64733-00-764	04/05/23	$ 6,080,588	$ -	
San Diego Unified	San Diego	Wangenheim Middle	57/68338-00-286	04/05/23	$ 6,446,535	$ -	
San Diego Unified	San Diego	Knox Middle	57/68338-00-287	04/05/23	$ 5,656,867	$ -	
Los Angeles Unified	Los Angeles	Crenshaw Science, Technology, Engineering, Mat	57/64733-00-765	04/10/23	$ 3,112,554	$ -	
Los Angeles Unified	Los Angeles	John Marshall Senior High	57/64733-12-011	04/10/23	$ 3,677,823	$ -	
San Juan Unified	Sacramento	San Juan High	57/67447-00-086	04/10/23	$ 1,741,614	$ -	
Anaheim Union High	Orange	Anaheim High	57/66431-01-004	04/11/23	$ 6,467,598	$ -	
Los Angeles Unified	Los Angeles	Reseda Elementary	57/64733-00-766	04/12/23	$ 573,961	$ -	
Los Angeles Unified	Los Angeles	West Hollywood Elementary	57/64733-00-767	04/12/23	$ 3,127,116	$ -	
Los Angeles Unified	Los Angeles	Delevan Drive Elementary	57/64733-00-768	04/12/23	$ 1,728,760	$ -	
Los Angeles Unified	Los Angeles	El Sereno Middle	57/64733-34-017	04/12/23	$ 3,953,360	$ -	
Los Angeles Unified	Los Angeles	Verdugo Hills Senior High	57/64733-00-769	04/13/23	$ 11,877,649	$ -	
Los Angeles Unified	Los Angeles	Glassell Park ES Science, Technology, Engineerin	57/64733-08-008	04/13/23	$ 5,016,138	$ -	
Los Angeles Unified	Los Angeles	John A. Sutter Middle	57/64733-00-770	04/18/23	$ 1,607,414	$ -	
Los Angeles Unified	Los Angeles	Thomas A. Edison Middle	57/64733-00-771	04/24/23	$ 4,853,716	$ -	
Los Angeles Unified	Los Angeles	Franklin Avenue Elementary	57/64733-12-012	04/24/23	$ 1,477,456	$ -	
Monterey Peninsula Unified	Monterey	Del Monte Elementary	57/66092-00-044	04/24/23	$ 367,044	$ -	
Benicia Unified	Solano	Benicia Middle	57/70524-00-020	04/24/23	$ 764,404	$ -	
Castro Valley Unified	Alameda	Marshall Elementary	57/61150-00-038	04/27/23	$ 340,892	$ -	
San Juan Unified	Sacramento	Earl Legette Elementary	57/67447-00-087	04/27/23	$ 4,322,499	$ -	
Arcadia Unified	Los Angeles	Holly Avenue Elementary	57/64261-00-010	04/28/23	$ 6,062,517	$ -	
Encinitas Union Elementary	San Diego	Flora Vista Elementary	57/68080-00-005	04/28/23	$ 1,409,714	$ -	
Escondido Union	San Diego	Del Dios Academy of Arts and Sciences	57/68098-00-016	05/02/23	$ 2,529,394	$ -	
Pajaro Valley Unified	Santa Cruz	Watsonville High	57/69799-00-026	05/02/23	$ 3,239,243	$ -	
Temecula Valley Unified	Riverside	Temecula Valley High	57/75192-00-021	05/02/23	$ 1,909,558	$ -	
Long Beach Unified	Los Angeles	Bancroft Middle	57/64725-00-055	05/03/23	$ 6,036,771	$ -	
Jurupa Unified	Riverside	Troth Street Elementary	57/67090-00-018	05/03/23	$ 4,862,874	$ -	
Pajaro Valley Unified	Santa Cruz	Pajaro Middle	57/69799-00-027	05/03/23	$ 1,161,861	$ -	
Los Angeles Unified	Los Angeles	Fifty-Second Street Elementary	57/64733-14-006	05/04/23	$ 1,759,023	$ -	
Anaheim Union High	Orange	Magnolia High	57/66431-00-003	05/08/23	$ 3,855,164	$ -	
Cascade Union Elementary	Shasta	Meadow Lane Elementary	57/69914-00-006	05/08/23	$ 413,493	$ -	
Novato Unified	Marin	Pleasant Valley Elementary	57/65417-00-030	05/09/23	$ 337,283	$ -	
Sweetwater Union High	San Diego	Bonita Vista Senior High	57/68411-00-050	05/09/23	$ 7,363,101	$ -	
Sweetwater Union High	San Diego	Mar Vista Senior High	57/68411-00-051	05/09/23	$ 7,796,172	$ -	
Anaheim Union High	Orange	Western High	57/66431-07-001	05/11/23	$ 8,253,521	$ -	
Santa Cruz City Elementary	Santa Cruz	Gault Elementary	57/69815-00-011	05/15/23	$ 1,798,942	$ -	
Los Angeles Unified	Los Angeles	Nestle Avenue Charter	57/64733-00-772	05/16/23	$ 688,832	$ -	
Los Angeles Unified	Los Angeles	Point Fermin Elementary	57/64733-20-025	05/16/23	$ 1,308,963	$ -	
Los Angeles Unified	Los Angeles	Angeles Mesa Elementary	57/64733-00-773	05/17/23	$ 1,268,963	$ -	
Los Angeles Unified	Los Angeles	Chatsworth Charter High	57/64733-00-774	05/17/23	$ 1,805,509	$ -	
Los Angeles Unified	Los Angeles	South Shores/CSUDH Visual and Performing Arts	57/64733-42-019	05/17/23	$ 1,110,412	$ -	
Los Angeles Unified	Los Angeles	Ulysses S. Grant Senior High	57/64733-00-775	05/18/23	$ 27,997,883	$ -	
Los Gatos-Saratoga Union High	Santa Clara	Saratoga High	57/69534-00-003	05/18/23	$ 1,377,679	$ -	
Sweetwater Union High	San Diego	Eastlake High	57/68411-00-052	05/22/23	$ 5,859,355	$ -	
Los Angeles Unified	Los Angeles	Shenandoah Street Elementary	57/64733-30-004	05/23/23	$ 2,114,572	$ -	
Snowline Joint Unified	San Bernardino	Wrightwood Elementary	57/73957-00-007	05/25/23	$ 5,492,195	$ -	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Los Angeles Unified	Los Angeles	Chapman Elementary	57/64733-00-776	05/31/23	$ 472,885	$ -	
Los Angeles Unified	Los Angeles	Phineas Banning Senior High	57/64733-32-027	05/31/23	$ 1,959,242	$ -	
Los Angeles Unified	Los Angeles	Sierra Vista Elementary	57/64733-00-777	06/01/23	$ 2,203,043	$ -	
Los Angeles Unified	Los Angeles	Dixie Canyon Community Charter	57/64733-40-006	06/01/23	$ 4,018,955	$ -	
Los Angeles Unified	Los Angeles	Orville Wright Engineering and Design Magnet	57/64733-61-011	06/01/23	$ 3,037,889	$ -	
Los Angeles Unified	Los Angeles	Benjamin Franklin Senior High	57/64733-00-778	06/06/23	$ 10,010,518	$ -	
Los Angeles Unified	Los Angeles	Bonita Street Elementary	57/64733-54-029	06/06/23	$ 2,002,753	$ -	
Pomona Unified	Los Angeles	Pomona High	57/64907-00-052	06/07/23	$ 10,068,962	$ -	
Los Angeles Unified	Los Angeles	Dahlia Heights Elementary	57/64733-26-002	06/08/23	$ 4,255,015	$ -	
San Benito High	San Benito	Hollister High	57/67538-00-010	06/08/23	$ 237,857	$ -	
Pajaro Valley Unified	Santa Cruz	Rio del Mar Elementary	57/69799-00-028	06/08/23	$ 1,418,559	$ -	
Pajaro Valley Unified	Santa Cruz	Aptos High	57/69799-00-029	06/08/23	$ 1,765,933	$ -	
Los Angeles Unified	Los Angeles	Castle Heights Elementary	57/64733-00-779	06/09/23	$ 766,494	$ -	
San Diego Unified	San Diego	Sherman Elementary	57/68338-00-288	06/13/23	$ 3,765,815	$ -	
Los Angeles Unified	Los Angeles	Seventy-Fourth Street Elementary	57/64733-00-780	06/14/23	$ 789,462	$ -	
Hemet Unified	Riverside	Ramona Elementary	57/67082-00-013	06/23/23	$ 2,361,103	$ -	
Pomona Unified	Los Angeles	Ganesha High	57/64907-00-053	06/27/23	$ 7,000,534	$ -	
East Side Union High	Santa Clara	William C. Overfelt High	57/69427-00-043	06/27/23	$ 1,365,875	$ -	
Los Angeles Unified	Los Angeles	South Gate Middle	57/64733-16-013	06/28/23	$ 1,611,380	$ -	
Chino Valley Unified	San Bernardino	Oak Ridge Elementary	57/67678-00-037	07/03/23	$ 244,695	$ -	
Lucia Mar Unified	San Luis Obispo	Judkins Middle	57/68759-00-026	07/03/23	$ 2,898,458	$ -	
Moreno Valley Unified	Riverside	Sunnymead Middle	57/67124-00-029	07/05/23	$ 2,282,722	$ -	
Los Angeles Unified	Los Angeles	Haddon Avenue Elementary	57/64733-28-018	07/06/23	$ 3,502,291	$ -	
Saugus Union	Los Angeles	Charles Helmers Elementary	57/64998-00-012	07/07/23	$ 1,420,485	$ -	
Los Angeles Unified	Los Angeles	Wonderland Avenue Elementary	57/64733-00-781	07/10/23	$ 5,030,116	$ -	
Franklin-McKinley Elementary	Santa Clara	Sylvandale Middle	57/69450-00-015	07/13/23	$ 1,281,822	$ -	
Encinitas Union Elementary	San Diego	Capri Elementary	57/68080-00-006	07/14/23	$ 952,330	$ -	
Benicia Unified	Solano	Mary Farmar Elementary	57/70524-00-021	07/14/23	$ 559,912	$ -	
Benicia Unified	Solano	Robert Semple Elementary	57/70524-00-022	07/14/23	$ 580,909	$ -	
Los Angeles Unified	Los Angeles	Charles Leroy Lowman Special Education and Car	57/64733-00-782	07/17/23	$ 1,191,248	$ -	
Los Gatos-Saratoga Union High	Santa Clara	Los Gatos High	57/69534-00-004	07/17/23	$ 1,547,225	$ -	
Sanger Unified	Fresno	Lone Star Elementary	57/62414-00-020	07/18/23	$ 1,317,455	$ -	
Sanger Unified	Fresno	Washington Academic Middle	57/62414-00-021	07/18/23	$ 2,029,081	$ -	
Sanger Unified	Fresno	Jackson Elementary	57/62414-00-022	07/18/23	$ 1,598,146	$ -	
Los Angeles Unified	Los Angeles	Alain Leroy Locke 3 College Preparatory Academy	57/64733-00-783	07/18/23	$ 6,517,957	$ -	
Los Angeles Unified	Los Angeles	Fifty-Fourth Street Elementary	57/64733-00-784	07/18/23	$ 2,544,023	$ -	
Arcadia Unified	Los Angeles	Arcadia High	57/64261-00-011	07/20/23	$ 25,554,341	$ -	
Walnut Creek Elementary	Contra Costa	Tice Creek	57/61812-00-007	07/24/23	$ 2,434,208	$ -	
Walnut Creek Elementary	Contra Costa	Parkmead Elementary	57/61812-00-008	07/24/23	$ 814,031	$ -	
Los Angeles Unified	Los Angeles	Independence Elementary	57/64733-00-785	07/24/23	$ 1,382,777	$ -	
Perris Elementary	Riverside	Palms Elementary	57/67199-00-003	07/24/23	$ 968,667	$ -	
Perris Elementary	Riverside	Good Hope Elementary	57/67199-00-004	07/25/23	$ 857,917	$ -	
Perris Elementary	Riverside	Enchanted Hills Elementary	57/67199-00-005	07/25/23	$ 1,635,165	$ -	
Los Angeles Unified	Los Angeles	Farmdale Elementary	57/64733-34-018	07/26/23	$ 437,576	$ -	
Los Angeles Unified	Los Angeles	James J. McBride Special Education Center	57/64733-42-020	07/27/23	$ 812,007	$ -	
Encinitas Union Elementary	San Diego	Paul Ecke-Central Elementary	57/68080-00-007	07/31/23	$ 1,914,708	$ -	
Hueneme Elementary	Ventura	Fred L. Williams Elementary	57/72462-00-009	07/31/23	$ 2,630,498	$ -	
Hueneme Elementary	Ventura	Charles Blackstock Junior High	57/72462-00-010	07/31/23	$ 2,996,966	$ -	

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Los Angeles Unified	Los Angeles	Reseda Charter High	57/64733-39-010	08/01/23	$ 14,055,510	$ -	
Los Angeles Unified	Los Angeles	Colfax Charter Elementary	57/64733-00-786	08/02/23	$ 4,683,474	$ -	
Hemet Unified	Riverside	West Valley High	57/67082-00-014	08/02/23	$ 3,471,924	$ -	
Encinitas Union Elementary	San Diego	Olivenhain Pioneer Elementary	57/68080-00-008	08/02/23	$ 3,454,587	$ -	
Encinitas Union Elementary	San Diego	Park Dale Lane Elementary	57/68080-00-009	08/02/23	$ 532,571	$ -	
Fresno Unified	Fresno	Columbia Elementary	57/62166-00-149	08/03/23	$ 793,404	$ -	
Saugus Union	Los Angeles	James Foster Elementary	57/64998-00-013	08/03/23	$ 3,266,549	$ -	
Sanger Unified	Fresno	Lincoln Elementary	57/62414-00-023	08/04/23	$ 1,998,341	$ -	
Sanger Unified	Fresno	Wilson Elementary	57/62414-00-024	08/04/23	$ 1,587,589	$ -	
Los Angeles Unified	Los Angeles	Chatsworth Charter High	57/64733-00-787	08/04/23	$ 3,084,925	$ -	
Saddleback Valley Unified	Orange	Foothill Ranch Elementary	57/73635-00-043	08/07/23	$ 12,547,828	$ -	
Saugus Union	Los Angeles	Rosedell Elementary	57/64998-00-014	08/08/23	$ 2,832,373	$ -	
Fowler Unified	Fresno	John Sutter Middle	57/62158-00-008	08/09/23	$ 4,008,267	$ -	
Romoland Elementary	Riverside	Harvest Valley Elementary	57/67231-00-004	08/09/23	$ 2,502,566	$ -	
Elk Grove Unified	Sacramento	Elk Grove High	57/67314-00-040	08/09/23	$ 6,947,875	$ -	
Snowline Joint Unified	San Bernardino	Pinon Mesa Middle	57/73957-00-008	08/14/23	$ 5,696,765	$ 3,797,843	
Los Angeles Unified	Los Angeles	One Hundred Fifty-Sixth Street Elementary	57/64733-33-024	08/16/23	$ 153,984	$ -	
Roseville Joint Union High	Placer	Granite Bay High	57/66928-00-008	08/16/23	$ 3,124,732	$ -	
Sutter Union High	Sutter	Butte View High	57/71449-00-002	08/17/23	$ 82,382	$ 54,921	
Los Angeles Unified	Los Angeles	Paul Revere Charter Middle	57/64733-21-037	08/18/23	$ 1,320,665	$ -	
Monterey Peninsula Unified	Monterey	J. C. Crumpton Elementary	57/66092-00-045	08/18/23	$ 737,296	$ -	
Los Angeles Unified	Los Angeles	Venice Senior High	57/64733-00-788	08/23/23	$ 8,494,608	$ -	
Lowell Joint	Orange	Rancho-Starbuck Intermediate	57/64766-00-006	08/24/23	$ 6,981,766	$ -	
Long Beach Unified	Los Angeles	Birney Elementary	57/64725-00-056	08/25/23	$ 6,173,097	$ -	
Liberty Union High	Contra Costa	Liberty High	57/61721-00-006	08/28/23	$ 10,352,277	$ -	
Los Angeles Unified	Los Angeles	Millikan Midsite	57/64733-00-789	08/28/23	$ 5,549,744	$ -	
Los Angeles Unified	Los Angeles	Belmont Senior High	57/64733-11-016	08/28/23	$ 5,853,097	$ -	
Fallbrook Union High	San Diego	Ivy High (Continuation)	57/68122-00-003	08/29/23	$ 1,120,216	$ -	
Encinitas Union Elementary	San Diego	Ocean Knoll Elementary	57/68080-00-010	08/30/23	$ 922,570	$ -	
Los Angeles Unified	Los Angeles	First Street Elementary	57/64733-00-790	08/31/23	$ 339,185	$ -	
Santa Ynez Valley Union High	Santa Barbara	Santa Ynez Valley Union High	57/69328-00-004	08/31/23	$ 2,224,667	$ -	
Hueneme Elementary	Ventura	Art Haycox Elementary	57/72462-00-011	09/05/23	$ 3,217,155	$ -	
Hueneme Elementary	Ventura	Julien Hathaway Elementary	57/72462-00-012	09/05/23	$ 2,712,663	$ -	
Hueneme Elementary	Ventura	E. O. Green Junior High	57/72462-00-013	09/05/23	$ 1,485,671	$ -	
Hueneme Elementary	Ventura	Ansgar Larsen Elementary	57/72462-00-014	09/05/23	$ 2,204,141	$ -	
Hueneme Elementary	Ventura	Parkview Elementary	57/72462-00-015	09/05/23	$ 1,931,062	$ -	
Long Beach Unified	Los Angeles	Emerson Parkside Academy	57/64725-00-057	09/06/23	$ 1,299,606	$ -	
Kern County Office of Education	Kern	Claude W. Richardson Center	57/10157-00-001	09/08/23	$ 2,203,188	$ -	
Castro Valley Unified	Alameda	Stanton Elementary	57/61150-00-039	09/08/23	$ 464,430	$ -	
Wheatland Union High	Yuba	Wheatland Union High	57/72769-00-004	09/08/23	$ 3,249,771	$ -	
Encinitas Union Elementary	San Diego	La Costa Heights Elementary	57/68080-00-011	09/11/23	$ 4,269,864	$ -	
Encinitas Union Elementary	San Diego	Flora Vista Elementary	57/68080-00-012	09/11/23	$ 1,274,904	$ -	
Encinitas Union Elementary	San Diego	Mission Estancia Elementary	57/68080-00-013	09/11/23	$ 2,868,523	$ -	
Los Angeles Unified	Los Angeles	Hooper Avenue Elementary	57/64733-00-791	09/14/23	$ 3,146,167	$ -	
Los Angeles Unified	Los Angeles	John F. Kennedy High	57/64733-00-792	09/14/23	$ 21,141,957	$ -	
Compton Unified	Los Angeles	Compton High	57/73437-01-045	09/14/23	$ 819,525	$ -	
Pleasanton Unified	Alameda	Henry P. Mohr Elementary	57/75101-00-020	09/15/23	$ 1,049,800	$ -	
Pleasanton Unified	Alameda	Walnut Grove Elementary	57/75101-00-021	09/15/23	$ 585,286	$ -	

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Los Angeles Unified	Los Angeles	Rudecinda Sepulveda Dodson Middle	57/64733-20-026	09/19/23	$ 7,637,674	$ -	
Pleasanton Unified	Alameda	Harvest Park Middle	57/75101-00-022	09/19/23	$ 1,262,968	$ -	
El Rancho Unified	Los Angeles	El Rancho High	57/64527-00-017	09/20/23	$ 2,417,247	$ -	
San Leandro Unified	Alameda	John Muir Middle	57/61291-00-028	09/21/23	$ 431,416	$ -	
Templeton Unified	San Luis Obispo	Templeton High	57/68841-00-007	09/25/23	$ 750,950	$ -	
Vallejo City Unified	Solano	Annie Pennycook Elementary	57/70581-00-026	09/25/23	$ 476,165	$ -	
Vallejo City Unified	Solano	Johnston Cooper Elementary	57/70581-00-028	09/25/23	$ 1,693,927	$ -	
Vallejo City Unified	Solano	Dan Mini Elementary	57/70581-00-029	09/25/23	$ 2,840,893	$ -	
Los Angeles Unified	Los Angeles	University High School Charter	57/64733-21-038	09/27/23	$ 3,568,880	$ -	
Los Angeles Unified	Los Angeles	Grand View Boulevard Elementary	57/64733-00-793	09/29/23	$ 3,083,406	$ -	
Palm Springs Unified	Riverside	Della S. Lindley Elementary	57/67173-00-014	10/03/23	$ 4,931,233	$ -	
Los Angeles Unified	Los Angeles	Robert F. Kennedy Elementary	57/64733-00-794	10/04/23	$ 4,301,306	$ -	
Ukiah Unified	Mendocino	Pomolita Middle	57/65615-00-011	10/04/23	$ 3,192,858	$ -	
Ukiah Unified	Mendocino	South Valley High	57/65615-00-012	10/04/23	$ 1,521,639	$ -	
Pierce Joint Unified	Colusa	Pierce High	57/61614-00-010	10/05/23	$ 1,844,997	$ -	
Ukiah Unified	Mendocino	Eagle Peak Middle	57/65615-00-013	10/06/23	$ 2,231,715	$ -	
Los Angeles Unified	Los Angeles	Downtown Business High	57/64733-00-795	10/11/23	$ 1,872,302	$ -	
Red Bluff Union Elementary	Tehama	Jackson Heights Elementary	57/71621-00-003	10/11/23	$ 2,333,183	$ -	
Red Bluff Union Elementary	Tehama	William M. Metteer Elementary	57/71621-00-004	10/11/23	$ 1,298,530	$ -	
Red Bluff Union Elementary	Tehama	Vista Preparatory Academy	57/71621-00-005	10/11/23	$ 3,055,438	$ -	
Temecula Valley Unified	Riverside	Chaparral High	57/75192-00-022	10/13/23	$ 9,321,701	$ -	
Val Verde Unified	Riverside	Vista Verde Middle	57/75242-00-014	10/13/23	$ 1,437,270	$ -	
Novato Unified	Marin	Novato High	57/65417-00-031	10/16/23	$ 600,562	$ -	
Novato Unified	Marin	Lu Sutton Elementary	57/65417-00-032	10/16/23	$ 396,046	$ -	
Los Angeles Unified	Los Angeles	Sunland Elementary	57/64733-00-796	10/18/23	$ 1,149,668	$ -	
Greenfield Union Elementary	Monterey	Oak Avenue Elementary	57/66035-00-006	10/18/23	$ 1,359,206	$ -	
Martinez Unified	Contra Costa	John Swett Elementary	57/61739-00-013	10/19/23	$ 1,570,807	$ -	
Fontana Unified	San Bernardino	Sequoia Middle	57/67710-00-029	10/19/23	$ 1,761,468	$ -	
Beverly Hills Unified	Los Angeles	Beverly Hills High	57/64311-00-008	10/20/23	$ 590,432	$ -	
Chico Unified	Butte	McManus (John A.) Elementary	57/61424-00-012	10/23/23	$ 3,544,236	$ -	
Beverly Hills Unified	Los Angeles	Beverly Vista Middle	57/64311-00-009	10/26/23	$ 1,236,723	$ -	
Los Angeles Unified	Los Angeles	Paseo del Rey Fundamental	57/64733-42-021	10/26/23	$ 1,896,897	$ -	
Santa Rosa High	Sonoma	Santa Rosa High	57/70920-00-015	10/27/23	$ 3,909,074	$ -	
Saucelito Elementary	Tulare	Saucelito Elementary	57/72108-00-001	10/27/23	$ 61,164	$ 40,776	
Alameda Unified	Alameda	Amelia Earhart Elementary	57/61119-00-026	10/30/23	$ 844,135	$ -	
Azusa Unified	Los Angeles	Center Middle	57/64279-00-031	10/30/23	$ 2,378,515	$ -	
Fountain Valley Elementary	Orange	Plavan (Urbain H.) Elementary	57/66498-00-022	10/30/23	$ 1,981,595	$ -	
Santa Rosa Elementary	Sonoma	Brook Hill Elementary	57/70912-00-012	10/30/23	$ 1,166,636	$ -	
Los Angeles Unified	Los Angeles	Griffith Junior High School Magnet	57/64733-00-797	10/31/23	$ 802,408	$ -	
Fresno Unified	Fresno	Yosemite Middle	57/62166-00-150	11/06/23	$ 2,442,457	$ -	
Lynwood Unified	Los Angeles	Rosa Parks Elementary	57/64774-00-018	11/08/23	$ 695,448	$ -	
Lynwood Unified	Los Angeles	Mark Twain Elementary	57/64774-00-019	11/08/23	$ 1,066,904	$ -	
El Rancho Unified	Los Angeles	North Park Academy of the Arts	57/64527-00-019	11/09/23	$ 1,757,869	$ -	
Los Angeles Unified	Los Angeles	Taft Charter High	57/64733-00-798	11/09/23	$ 15,964,764	$ -	
Los Angeles Unified	Los Angeles	Woodlake Avenue Elementary	57/64733-00-799	11/09/23	$ 2,695,889	$ -	
Santa Ana Unified	Orange	Jefferson Elementary	57/66670-00-070	11/09/23	$ 1,805,345	$ -	
Los Angeles Unified	Los Angeles	Balboa Gifted/High Ability Magnet Elementary	57/64733-00-800	11/13/23	$ 894,338	$ -	
Benicia Unified	Solano	Benicia High	57/70524-00-023	11/14/23	$ 3,516,129	$ -	

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El Rancho Unified	Los Angeles	Rivera Middle	57/64527-00-020	11/15/23	$ 1,994,551	$ -	
Mill Valley Elementary	Marin	Strawberry Point Elementary	57/65391-00-010	11/16/23	$ 734,372	$ -	
Moreno Valley Unified	Riverside	Valley View High	57/67124-00-030	11/16/23	$ 25,711,427	$ -	
Moreno Valley Unified	Riverside	Box Springs Elementary	57/67124-00-031	11/16/23	$ 184,697	$ -	
Moreno Valley Unified	Riverside	Sugar Hill Elementary	57/67124-00-032	11/16/23	$ 4,445,489	$ -	
Santa Rosa High	Sonoma	Maria Carrillo High	57/70920-00-016	11/16/23	$ 4,961,408	$ -	
Pleasanton Unified	Alameda	Donlon Elementary	57/75101-00-023	11/16/23	$ 832,752	$ -	
Pleasanton Unified	Alameda	Harvest Park Middle	57/75101-00-024	11/16/23	$ 462,792	$ -	
Los Angeles Unified	Los Angeles	Andasol Avenue Elementary	57/64733-00-801	11/17/23	$ 962,271	$ -	
Siskiyou Union High	Siskiyou	Mount Shasta High	57/70466-00-004	11/20/23	$ 1,141,342	$ -	
Siskiyou Union High	Siskiyou	Weed High	57/70466-00-005	11/20/23	$ 1,154,394	$ -	
Los Angeles Unified	Los Angeles	Fair Avenue Elementary	57/64733-22-016	11/21/23	$ 1,803,265	$ -	
Lynwood Unified	Los Angeles	Janie P. Abbott Elementary	57/64774-00-020	11/21/23	$ 1,174,953	$ -	
Lynwood Unified	Los Angeles	Will Rogers Elementary	57/64774-00-021	11/21/23	$ 2,875,684	$ -	
Los Angeles Unified	Los Angeles	Thomas Starr King Middle School Film and Media	57/64733-00-802	11/22/23	$ 2,382,521	$ -	
Los Angeles Unified	Los Angeles	Second Street Elementary	57/64733-00-803	11/28/23	$ 636,900	$ -	
Anaheim Union High	Orange	Orangeview Junior High	57/66431-07-002	11/29/23	$ 7,413,986	$ -	
Mt. Diablo Unified	Contra Costa	Ayers Elementary	57/61754-00-097	11/30/23	$ 547,893	$ -	
Mt. Diablo Unified	Contra Costa	Sequoia Elementary	57/61754-00-098	11/30/23	$ 133,683	$ -	
Mt. Diablo Unified	Contra Costa	Sun Terrace Elementary	57/61754-00-099	11/30/23	$ 549,138	$ -	
Mt. Diablo Unified	Contra Costa	Valley View Middle	57/61754-00-100	11/30/23	$ 270,227	$ -	
Anaheim Union High	Orange	Cypress High	57/66431-08-001	12/06/23	$ 6,930,180	$ -	
Los Angeles Unified	Los Angeles	Albion Street Elementary	57/64733-00-804	12/07/23	$ 1,288,082	$ -	
San Lorenzo Valley Unified	Santa Cruz	SLVUSD Charter	57/69807-00-005	12/08/23	$ 800,489	$ -	
Millville Elementary	Shasta	Millville Elementary	57/70052-00-004	12/08/23	$ 8,875	$ 5,916	
Fontana Unified	San Bernardino	Oleander Elementary	57/67710-00-030	12/11/23	$ 1,241,353	$ -	
Alhambra Unified	Los Angeles	Garfield Elementary	57/75713-00-037	12/12/23	$ 5,425,980	$ -	
Hueneme Elementary	Ventura	Sunkist Elementary	57/72462-00-016	12/13/23	$ 1,965,916	$ -	
Hueneme Elementary	Ventura	Hollywood Beach Elementary	57/72462-00-017	12/13/23	$ 714,248	$ -	
West Contra Costa Unified	Contra Costa	Lake Elementary	57/61796-00-056	12/14/23	$ 3,027,337	$ -	
West Contra Costa Unified	Contra Costa	Hercules High	57/61796-00-057	12/14/23	$ 2,397,009	$ -	
West Contra Costa Unified	Contra Costa	Hercules Middle	57/61796-00-058	12/14/23	$ 2,512,365	$ -	
Tehama County Department of Education	Tehama	Gerber Elementary	57/10520-00-001	12/15/23	$ 130,923	$ 87,282	
Palo Alto Unified	Santa Clara	Palo Verde Elementary	57/69641-00-034	12/20/23	$ 732,592	$ -	
Palo Alto Unified	Santa Clara	Ellen Fletcher Middle	57/69641-00-035	12/20/23	$ 1,113,846	$ -	
Colton Joint Unified	San Bernardino	Terrace Hills Middle	57/67686-00-028	12/26/23	$ 2,877,321	$ -	
Capistrano Unified	Orange	Dana Hills High	57/66464-00-029	01/02/24	$ 13,307,712	$ -	
Hueneme Elementary	Ventura	Richard Bard Elementary	57/72462-00-018	01/03/24	$ 992,010	$ -	
Fremont Union High	Santa Clara	Homestead High	57/69468-00-020	01/09/24	$ 3,071,357	$ -	
Temecula Valley Unified	Riverside	Chaparral High	57/75192-00-023	01/09/24	$ 5,415,464	$ -	
Murrieta Valley Unified	Riverside	Avaxat Elementary	57/75200-00-013	01/12/24	$ 633,127	$ -	
Murrieta Valley Unified	Riverside	Alta Murrieta Elementary	57/75200-00-014	01/12/24	$ 1,139,604	$ -	
Vacaville Unified	Solano	Alamo Elementary	57/70573-00-020	01/15/24	$ 3,297,274	$ -	
Los Angeles Unified	Los Angeles	Thomas Starr King Middle School Film and Media	57/64733-00-805	01/16/24	$ 2,366,078	$ -	
Los Angeles Unified	Los Angeles	Alexandria Avenue Elementary	57/64733-00-806	01/16/24	$ 953,663	$ -	
Delphic Elementary	Siskiyou	Delphic Elementary	57/70227-00-001	01/16/24	$ 45,645	$ 30,430	
Los Angeles Unified	Los Angeles	Norwood Street Elementary	57/64733-00-807	01/17/24	$ 4,762,209	$ -	
Middletown Unified	Lake	Coyote Valley Elementary	57/64055-00-004	01/18/24	$ 1,390,315	$ -	

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Waterford Unified	Stanislaus	Richard M. Moon Primary	57/75572-00-007	01/19/24	$ 4,013,253	$ -	
Flournoy Union Elementary	Tehama	Flournoy Elementary	57/71530-00-001	01/22/24	$ 41,763	$ 27,842	
Fresno Unified	Fresno	Addams Elementary	57/62166-00-151	01/25/24	$ 1,505,136	$ -	
Newman-Crows Landing Unified	Stanislaus	Orestimba High	57/73601-00-005	01/25/24	$ 1,432,425	$ -	
Los Angeles Unified	Los Angeles	Annandale Elementary	57/64733-00-808	01/26/24	$ 1,473,555	$ -	
Fremont Unified	Alameda	William Hopkins Junior High	57/61176-00-057	01/29/24	$ 1,017,944	$ -	
Chula Vista Elementary	San Diego	Allen (Ella B.) Elementary	57/68023-00-021	01/30/24	$ 3,190,075	$ -	
Chula Vista Elementary	San Diego	Vista Square Elementary	57/68023-00-022	01/30/24	$ 2,233,053	$ -	
Mammoth Unified	Mono	Mammoth High	57/73692-00-003	01/31/24	$ 321,989	$ -	
Red Bluff Union Elementary	Tehama	Vista Preparatory Academy	57/71621-00-006	02/01/24	$ 4,316,865	$ -	
Red Bluff Union Elementary	Tehama	William M. Metteer Elementary	57/71621-00-007	02/01/24	$ 3,220,508	$ -	
Red Bluff Union Elementary	Tehama	Jackson Heights Elementary	57/71621-00-008	02/01/24	$ 3,358,217	$ -	
Washington Unified	Fresno	West Fresno Elementary	57/76778-00-005	02/01/24	$ 1,068,504	$ -	
Los Angeles Unified	Los Angeles	Emerson (Ralph Waldo) Junior M	57/64733-21-039	02/05/24	$ 641,170	$ -	
Snowline Joint Unified	San Bernardino	Phelan Elementary	57/73957-00-005	02/05/24	$ 6,658,638	$ -	
Alhambra Unified	Los Angeles	Mark Keppel High	57/75713-00-038	02/05/24	$ 3,759,536	$ -	
Alhambra Unified	Los Angeles	Alhambra High	57/75713-00-039	02/05/24	$ 13,898,152	$ -	
Hayward Unified	Alameda	Fairview Elementary	57/61192-00-010	02/07/24	$ 3,374,810	$ -	
Hayward Unified	Alameda	Glassbrook Elementary	57/61192-00-011	02/07/24	$ 3,024,191	$ -	
Hayward Unified	Alameda	Martin Luther King, Jr. Middle	57/61192-00-012	02/07/24	$ 4,514,850	$ -	
Hayward Unified	Alameda	Tyrrell Elementary	57/61192-00-013	02/07/24	$ 3,639,030	$ -	
Hayward Unified	Alameda	Park Elementary	57/61192-00-014	02/07/24	$ 3,151,794	$ -	
Hayward Unified	Alameda	Hayward High	57/61192-00-015	02/07/24	$ 15,819,567	$ -	
Hayward Unified	Alameda	Tennyson High	57/61192-00-016	02/07/24	$ 12,937,708	$ -	
Hayward Unified	Alameda	Eldridge Elementary	57/61192-00-017	02/07/24	$ 1,807,505	$ -	
Hayward Unified	Alameda	Cesar Chavez Middle	57/61192-00-018	02/07/24	$ 3,246,511	$ -	
Hayward Unified	Alameda	Southgate Elementary	57/61192-00-019	02/07/24	$ 3,898,272	$ -	
Hayward Unified	Alameda	Eden Gardens Elementary	57/61192-00-020	02/07/24	$ 3,068,852	$ -	
Hayward Unified	Alameda	Ruus Elementary	57/61192-00-021	02/07/24	$ 2,418,077	$ -	
Hayward Unified	Alameda	Schafer Park Elementary	57/61192-00-022	02/07/24	$ 4,096,056	$ -	
Los Angeles Unified	Los Angeles	San Gabriel Avenue Elementary	57/64733-00-809	02/07/24	$ 1,587,781	$ -	
Anderson Valley Unified	Mendocino	Anderson Valley Junior-Senior High	57/65540-00-005	02/07/24	$ 600,372	$ -	
Hayward Unified	Alameda	Brenkwitz High	57/61192-00-007	02/08/24	$ 1,547,920	$ -	
Hayward Unified	Alameda	Burbank Elementary	57/61192-00-008	02/08/24	$ 3,416,845	$ -	
Hayward Unified	Alameda	East Avenue Elementary	57/61192-00-009	02/08/24	$ 1,807,505	$ -	
Los Angeles Unified	Los Angeles	Erwin Elementary	57/64733-00-810	02/08/24	$ 2,990,311	$ -	
Los Angeles Unified	Los Angeles	Charles Leroy Lowman Special Education	57/64733-00-811	02/08/24	$ 1,917,876	$ -	
Castle Rock Union Elementary	Shasta	Castle Rock Elementary	57/69922-00-002	02/08/24	$ 75,539	$ 50,359	
Visalia Unified	Tulare	Redwood High	57/72256-00-039	02/08/24	$ 5,255,670	$ -	
Campbell Union High	Santa Clara	Westmont High	57/69401-00-027	02/09/24	$ 965,178	$ -	
Lynwood Unified	Los Angeles	Washington Elementary	57/64774-00-022	02/14/24	$ 1,721,061	$ -	
Wilsona Elementary	Los Angeles	Vista San Gabriel Elementary	57/65151-00-003	02/15/24	$ 4,656,489	$ -	
Tulare City	Tulare	Maple Elementary	57/72231-00-008	02/15/24	$ 987,711	$ -	
Fontana Unified	San Bernardino	Palmetto Elementary	57/67710-00-031	02/21/24	$ 1,548,431	$ -	
El Rancho Unified	Los Angeles	Birney Tech Academy	57/64527-00-022	02/23/24	$ 225,131	$ -	
Saddleback Valley Unified	Orange	Robinson Elementary	57/73635-00-044	02/23/24	$ 6,088,356	$ -	
Vacaville Unified	Solano	Sierra Vista Elementary	57/70573-00-021	02/27/24	$ 1,212,050	$ -	
Pittsburg Unified	Contra Costa	Parkside Elementary	57/61788-00-015	03/04/24	$ 3,885,927	$ -	

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Pittsburg Unified	Contra Costa	Pittsburg Senior High	57/61788-00-016	03/04/24	$ 39,357,439	$ -	
Yreka Union High	Siskiyou	Yreka High	57/70516-00-005	03/05/24	$ 3,496,268	$ -	
Tulare City	Tulare	Garden Elementary	57/72231-00-009	03/06/24	$ 1,020,315	$ -	
Saint Helena Unified	Napa	Saint Helena Primary	57/66290-00-005	03/07/24	$ 537,701	$ -	
Val Verde Unified	Riverside	Mead Valley Elementary	57/75242-00-016	03/12/24	$ 557,508	$ -	
Val Verde Unified	Riverside	Tomas Rivera Middle	57/75242-00-017	03/12/24	$ 1,373,397	$ -	
San Bernardino City Unified	San Bernardino	Sierra High	57/67876-00-123	03/13/24	$ 4,096,904	$ -	
Sausalito Marin City	Marin	Martin Luther King, Jr., Academy	57/65474-00-002	03/14/24	$ 988,217	$ -	
Albany City Unified	Alameda	Cornell Elementary	57/61127-00-008	03/15/24	$ 1,734,546	$ -	
Wilsona Elementary	Los Angeles	Challenger Middle	57/65151-00-004	03/20/24	$ 6,682,198	$ -	
Moreno Valley Unified	Riverside	Canyon Springs High	57/67124-00-033	03/21/24	$ 7,131,205	$ -	
New Haven Unified	Alameda	Hillview Crest Elementary	57/61242-00-010	03/22/24	$ 2,934,869	$ -	
Palm Springs Unified	Riverside	Nellie N. Coffman Middle	57/67173-00-015	03/22/24	$ 1,767,322	$ -	
Manteca Unified	San Joaquin	Neil Hafley Elementary	57/68593-00-017	03/25/24	$ 921,677	$ -	
El Monte Union High	Los Angeles	El Monte High	57/64519-00-006	03/26/24	$ 3,503,780	$ -	
Lawndale Elementary	Los Angeles	Will Rogers Middle	57/64691-00-018	03/26/24	$ 3,504,719	$ -	
Hemet Unified	Riverside	West Valley High	57/67082-00-015	03/27/24	$ 1,077,493	$ -	
Hemet Unified	Riverside	Hemet High	57/67082-00-016	03/27/24	$ 3,553,024	$ -	
Greenfield Union	Kern	Greenfield Middle	57/63503-00-012	03/28/24	$ 2,673,425	$ 1,782,283	
Jefferson Union High	San Mateo	Oceana High	57/68924-00-010	03/28/24	$ 374,506	$ -	
Napa Valley Unified	Napa	American Canyon Middle	57/66266-00-044	03/29/24	$ 4,071,676	$ -	
Folsom-Cordova Unified	Sacramento	Folsom Middle	57/67330-21-010	04/01/24	$ 9,915,860	$ -	
Kings County Office of Education	Kings	Lincoln Elementary	57/10165-00-004	04/02/24	$ 80,380	$ 53,587	
Saugus Union	Los Angeles	Cedarcreek Elementary	57/64998-00-015	04/02/24	$ 1,633,732	$ -	
Ducor Union Elementary	Tulare	Ducor Union Elementary	57/71894-00-002	04/02/24	$ 223,634	$ 149,089	
Konocti Unified	Lake	Obsidian Middle	57/64022-00-018	04/05/24	$ 873,339	$ -	
Acalanes Union High	Contra Costa	Las Lomas High	57/61630-00-008	04/08/24	$ 2,661,903	$ -	
Acalanes Union High	Contra Costa	Miramonte High	57/61630-00-009	04/08/24	$ 1,459,851	$ -	
Kings County Office of Education	Kings	Armona Elementary	57/10165-00-005	04/09/24	$ 22,966	$ 15,310	
Lynwood Unified	Los Angeles	Lindbergh Elementary	57/64774-00-023	04/11/24	$ 1,409,398	$ -	
Long Beach Unified	Los Angeles	Avalon K-12	57/64725-00-058	04/12/24	$ 3,601,143	$ -	
Saint Helena Unified	Napa	Robert Louis Stevenson Intermediate	57/66290-00-006	04/12/24	$ 3,329,611	$ -	
Semitropic Elementary	Kern	Semitropic Elementary	57/63768-00-002	04/15/24	$ 30,058	$ 20,039	
Beverly Hills Unified	Los Angeles	Beverly Vista Middle	57/64311-00-010	04/15/24	$ 3,508,908	$ -	
Anaheim Union High	Orange	Western High	57/66431-07-003	04/15/24	$ 5,170,035	$ -	
Manteca Unified	San Joaquin	Sierra High	57/68593-00-018	04/15/24	$ 875,945	$ -	
Manteca Unified	San Joaquin	McParland (George) Elementary	57/68593-00-019	04/16/24	$ 6,438,816	$ -	
Hayward Unified	Alameda	Bret Harte Middle	57/61192-00-023	04/17/24	$ 3,670,848	$ -	
Hayward Unified	Alameda	Longwood Elementary	57/61192-00-024	04/17/24	$ 3,394,240	$ -	
Hayward Unified	Alameda	Palma Ceia Elementary	57/61192-00-025	04/17/24	$ 3,056,092	$ -	
Durham Unified	Butte	Durham Intermediate	57/61432-00-003	04/17/24	$ 2,079,663	$ -	
El Monte Union High	Los Angeles	Mountain View High	57/64519-00-007	04/17/24	$ 1,667,215	$ -	
Novato Unified	Marin	Hamilton Meadow Park Elementary	57/65417-00-033	04/17/24	$ 1,633,447	$ -	
Novato Unified	Marin	San Marin High	57/65417-00-034	04/17/24	$ 835,534	$ -	
Parlier Unified	Fresno	Parlier High	57/62364-00-013	04/18/24	$ 6,572,710	$ -	
Gridley Unified	Butte	Gridley High	57/75507-00-006	04/18/24	$ 4,476,843	$ -	
Saugus Union	Los Angeles	Plum Canyon Elementary	57/64998-00-016	04/23/24	$ 5,416,747	$ -	
French Gulch-Whiskeytown Elementary	Shasta	French Gulch-Whiskeytown Elementary	57/69997-00-001	04/25/24	$ 240,064	$ -	

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Folsom-Cordova Unified	Sacramento	Gold Ridge Elementary	57/67330-00-012	04/29/24	$ 3,877,955	$ -	
Forestville Union Elementary	Sonoma	Forestville Elementary	57/70680-00-002	04/30/24	$ 1,510,556	$ -	
Duarte Unified	Los Angeles	Duarte High	57/64469-00-016	05/01/24	$ 3,157,570	$ -	
Simi Valley Unified	Ventura	Santa Susana High	57/72603-00-037	05/02/24	$ 6,045,235	$ -	
El Monte Union High	Los Angeles	El Monte High	57/64519-00-008	05/06/24	$ 3,093,022	$ -	
Jefferson Union High	San Mateo	Jefferson High	57/68924-00-011	05/06/24	$ 8,040,163	$ -	
Jefferson Union High	San Mateo	Terra Nova High	57/68924-00-012	05/06/24	$ 3,046,798	$ -	
Hueneme Elementary	Ventura	Hueneme Elementary	57/72462-00-019	05/06/24	$ 3,277,648	$ -	
Hueneme Elementary	Ventura	Sunkist Elementary	57/72462-00-020	05/06/24	$ 745,494	$ -	
Roseville Joint Union High	Placer	Oakmont High	57/66928-00-009	05/08/24	$ 1,267,795	$ -	
Roseville Joint Union High	Placer	Woodcreek High	57/66928-00-010	05/08/24	$ 1,545,649	$ -	
Chino Valley Unified	San Bernardino	Hidden Trails Elementary	57/67678-00-038	05/08/24	$ 784,814	$ -	
Pomona Unified	Los Angeles	La Verne Science and Technology Charter	57/64907-00-054	05/10/24	$ 1,497,730	$ -	
Pacific Elementary	Santa Cruz	Pacific Elementary	57/69781-00-001	05/10/24	$ 1,354,324	$ 902,883	
William S. Hart Union High	Los Angeles	William S. Hart High	57/65136-00-014	05/13/24	$ 3,834,269	$ -	
William S. Hart Union High	Los Angeles	Saugus High	57/65136-00-015	05/13/24	$ 1,482,891	$ -	
San Juan Unified	Sacramento	Mariemont Elementary	57/67447-00-088	05/13/24	$ 3,770,648	$ -	
San Juan Unified	Sacramento	Sierra Oaks K-8	57/67447-00-089	05/13/24	$ 1,726,825	$ -	
Cutler-Orosi Joint Unified	Tulare	Orosi High	57/71860-00-014	05/13/24	$ 5,045,443	$ 3,363,629	
Middletown Unified	Lake	Middletown High	57/64055-00-005	05/14/24	$ 743,650	$ -	
Pomona Unified	Los Angeles	Emerson Middle	57/64907-00-055	05/16/24	$ 1,763,835	$ -	
Greenfield Union	Kern	Leon H. Ollivier Middle	57/63503-00-013	05/17/24	$ 3,769,899	$ -	
Manteca Unified	San Joaquin	New Haven Elementary	57/68593-00-020	05/20/24	$ 786,049	$ -	
Manteca Unified	San Joaquin	East Union High	57/68593-00-021	05/20/24	$ 8,104,373	$ -	
William S. Hart Union High	Los Angeles	Valencia High	57/65136-00-016	05/21/24	$ 3,109,605	$ -	
Lemon Grove	San Diego	San Miguel Elementary	57/68205-00-011	05/21/24	$ 1,187,773	$ -	
Manteca Unified	San Joaquin	Nile Garden Elementary	57/68593-00-022	05/21/24	$ 5,076,021	$ -	
Fontana Unified	San Bernardino	West Randall Elementary	57/67710-00-032	05/22/24	$ 1,484,436	$ -	
Fallbrook Union High	San Diego	Fallbrook High	57/68122-00-004	05/22/24	$ 16,521,287	$ -	
Pond Union Elementary	Kern	Pond Elementary	57/63719-00-001	05/23/24	$ 262,227	$ 174,818	
Los Angeles Unified	Los Angeles	Abraham Lincoln Senior High	57/64733-08-009	05/24/24	$ 5,034,667	$ -	
Mill Valley Elementary	Marin	Edna Maguire Elementary	57/65391-00-011	05/28/24	$ 926,360	$ -	
Palm Springs Unified	Riverside	Desert Learning Academy	57/67173-00-016	05/28/24	$ 3,414,378	$ -	
Simi Valley Unified	Ventura	Simi Valley High	57/72603-00-038	05/28/24	$ 3,748,046	$ -	
Vineland Elementary	Kern	Vineland Elementary	57/63834-00-003	05/29/24	$ 311,060	$ 207,373	
Vineland Elementary	Kern	Sunset	57/63834-00-004	05/29/24	$ 296,228	$ 197,485	
Downey Unified	Los Angeles	Doty (Wendy Lopour) Middle	57/64451-00-041	05/29/24	$ 1,095,892	$ -	
Lynwood Unified	Los Angeles	Lynwood High	57/64774-00-024	05/29/24	$ 3,260,471	$ -	
Forestville Union Elementary	Sonoma	Forestville Elementary	57/70680-00-003	05/29/24	$ 2,518,003	$ -	
Piner-Olivet Union Elementary	Sonoma	Olivet Elementary	57/70870-00-005	05/29/24	$ 802,069	$ -	
Sundale Union Elementary	Tulare	Sundale Elementary	57/72173-00-003	05/29/24	$ 234,308	$ 156,205	
Elk Grove Unified	Sacramento	James Rutter Middle	57/67314-00-041	05/30/24	$ 1,255,601	$ -	
Los Nietos	Los Angeles	Aeolian Elementary	57/64758-00-011	05/31/24	$ 6,393,454	$ -	
Elk Grove Unified	Sacramento	Pleasant Grove Elementary	57/67314-00-042	06/03/24	$ 978,830	$ -	
Perris Elementary	Riverside	Perris Elementary	57/67199-00-006	06/04/24	$ 5,272,533	$ -	
Elk Grove Unified	Sacramento	Isabelle Jackson Elementary	57/67314-00-043	06/05/24	$ 2,480,163	$ -	
Long Beach Unified	Los Angeles	Gompers Elementary	57/64725-00-059	06/07/24	$ 5,768,462	$ -	
Long Beach Unified	Los Angeles	Stanford Middle	57/64725-00-060	06/11/24	$ 1,870,286	$ -	

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Pomona Unified	Los Angeles	Ganesha High	57/64907-00-056	06/12/24	$ 3,424,380	$ -	
San Bruno Park Elementary	San Mateo	Allen (Decima M.) Elementary	57/69013-00-009	06/12/24	$ 4,211,221	$ -	
Vacaville Unified	Solano	Jean Callison Elementary	57/70573-00-022	06/13/24	$ 1,537,616	$ -	
Vacaville Unified	Solano	Browns Valley Elementary	57/70573-00-023	06/13/24	$ 1,515,009	$ -	
Vacaville Unified	Solano	Cooper Elementary	57/70573-00-024	06/13/24	$ 1,268,706	$ -	
Santa Rosa Elementary	Sonoma	Luther Burbank Elementary	57/70912-00-013	06/13/24	$ 2,079,903	$ -	
Calistoga Joint Unified	Napa	Calistoga Elementary	57/66241-00-004	06/20/24	$ 1,561,034	$ -	
Anaheim Union High	Orange	Western High	57/66431-07-004	06/20/24	$ 5,742,973	$ -	
Los Angeles Unified	Los Angeles	Thirty-Second Street USC Performing Arts	57/64733-00-812	06/24/24	$ 689,422	$ -	
Los Angeles Unified	Los Angeles	Cienega Elementary	57/64733-00-813	06/24/24	$ 2,801,053	$ -	
Los Angeles Unified	Los Angeles	John Marshall Senior High	57/64733-12-013	06/24/24	$ 8,447,399	$ -	
Pomona Unified	Los Angeles	Kingsley Elementary	57/64907-00-057	06/24/24	$ 713,214	$ -	
Pomona Unified	Los Angeles	Alcott Elementary	57/64907-00-058	06/24/24	$ 1,240,321	$ -	
Pomona Unified	Los Angeles	Kellogg Polytechnic Elementary	57/64907-00-059	06/24/24	$ 1,518,633	$ -	
Pomona Unified	Los Angeles	Harrison Elementary	57/64907-00-060	06/24/24	$ 2,140,524	$ -	
Pomona Unified	Los Angeles	Philadelphia Elementary	57/64907-00-061	06/24/24	$ 813,922	$ -	
Pomona Unified	Los Angeles	Simons Middle	57/64907-00-062	06/24/24	$ 1,848,017	$ -	
Pomona Unified	Los Angeles	Golden Springs Elementary	57/64907-00-063	06/24/24	$ 888,951	$ -	
Pomona Unified	Los Angeles	Arroyo Elementary	57/64907-00-065	06/24/24	$ 780,697	$ -	
Elk Grove Unified	Sacramento	Isabelle Jackson Elementary	57/67314-00-044	06/24/24	$ 1,868,364	$ -	
Modesto City High	Stanislaus	Thomas Downey High	57/71175-00-004	06/27/24	$ 2,175,074	$ -	
Hacienda la Puente Unified	Los Angeles	William Workman High	57/73445-00-034	06/27/24	$ 1,632,759	$ -	
Hacienda la Puente Unified	Los Angeles	Glen A. Wilson High	57/73445-00-035	07/01/24	$ 2,681,714	$ -	
Saugus Union	Los Angeles	Highlands Elementary	57/64998-00-017	07/02/24	$ 3,745,954	$ -	
Los Angeles Unified	Los Angeles	Academy for Enriched Sciences	57/64733-00-814	07/03/24	$ 1,874,241	$ -	
Los Angeles Unified	Los Angeles	Langdon Avenue Elementary	57/64733-00-815	07/08/24	$ 6,860,282	$ -	
Los Angeles Unified	Los Angeles	Ivanhoe Elementary	57/64733-00-816	07/08/24	$ 1,944,064	$ -	
Los Angeles Unified	Los Angeles	Harbor City Elementary	57/64733-00-817	07/08/24	$ 1,915,874	$ -	
San Mateo-Foster City	San Mateo	Foster City Elementary	57/69039-00-014	07/08/24	$ 4,214,401	$ -	
Vista Unified	San Diego	Bobier Elementary	57/68452-00-017	07/09/24	$ 3,937,478	$ -	
Roseville Joint Union High	Placer	Granite Bay High	57/66928-00-011	07/10/24	$ 4,379,725	$ -	
Los Angeles Unified	Los Angeles	Johnnie Cochran Jr. Middle	57/64733-00-818	07/15/24	$ 2,193,744	$ -	
Los Angeles Unified	Los Angeles	Robert Hill Lane Elementary	57/64733-00-819	07/17/24	$ 1,679,909	$ -	
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo-Greeley Elementary	57/73544-00-003	07/18/24	$ 2,041,912	$ -	
East Whittier City Elementary	Los Angeles	East Whittier Middle	57/64485-00-014	07/22/24	$ 1,872,627	$ -	
Fremont Unified	Alameda	Centerville Junior High	57/61176-00-058	07/25/24	$ 8,982,793	$ -	
Fremont Unified	Alameda	Thornton Junior High	57/61176-00-059	07/25/24	$ 11,164,649	$ -	
San Jacinto Unified	Riverside	San Jacinto Leadership Academy - Magnet	57/67249-00-009	07/25/24	$ 1,199,898	$ -	
Fontana Unified	San Bernardino	Fontana High	57/67710-00-033	07/26/24	$ 9,893,532	$ -	
Tamalpais Union High	Marin	Archie Williams High	57/65482-00-006	07/29/24	$ 2,783,339	$ -	
Tamalpais Union High	Marin	Tamalpais High	57/65482-00-007	07/29/24	$ 2,057,916	$ -	
Los Angeles Unified	Los Angeles	Bandini Street Elementary	57/64733-00-820	07/31/24	$ 1,643,219	$ -	
Vallejo City Unified	Solano	Glen Cove Elementary	57/70581-00-030	07/31/24	$ 3,224,387	$ -	
Vallejo City Unified	Solano	Grace Patterson Elementary	57/70581-00-031	07/31/24	$ 2,048,028	$ -	
Vallejo City Unified	Solano	Joseph H. Wardlaw Elementary	57/70581-00-032	07/31/24	$ 5,244,483	$ -	
Vallejo City Unified	Solano	Steffan Manor Elementary	57/70581-00-033	07/31/24	$ 1,194,843	$ -	
Konocti Unified	Lake	East Lake Elementary	57/64022-00-019	08/01/24	$ 592,728	$ -	
Standard Elementary	Kern	Highland Elementary	57/63792-00-004	08/05/24	$ 967,094	$ -	

SFP APPLICATIONS
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Paradise Unified	Butte	Cedarwood Elementary	57/61531-00-011	08/06/24	$ 288,465	$ -	
Los Angeles Unified	Los Angeles	Hillside Elementary	57/64733-00-821	08/06/24	$ 3,084,957	$ -	
San Juan Unified	Sacramento	Arcade Fundamental Middle	57/67447-00-090	08/06/24	$ 6,434,207	$ -	
Standard Elementary	Kern	Wingland Elementary	57/63792-00-005	08/07/24	$ 1,414,998	$ -	
Long Beach Unified	Los Angeles	Gant Elementary	57/64725-00-061	08/07/24	$ 6,868,245	$ -	
Santa Paula Unified	Ventura	Santa Paula High	57/76828-00-007	08/07/24	$ 9,397,683	$ -	
Los Angeles Unified	Los Angeles	Montara Avenue Elementary	57/64733-00-822	08/08/24	$ 1,605,657	$ -	
Placerville Union Elementary	El Dorado	Edwin Markham Middle	57/61952-00-004	08/09/24	$ 243,181	$ -	
Long Beach Unified	Los Angeles	Helen Keller Middle	57/64725-00-062	08/12/24	$ 487,338	$ -	
Keyes Union	Stanislaus	Barbara Spratling Middle	57/71134-00-003	08/14/24	$ 922,403	$ -	
Keyes Union	Stanislaus	Keyes Elementary	57/71134-00-004	08/14/24	$ 1,701,513	$ -	
Pomona Unified	Los Angeles	Ganesha High	57/64907-00-066	08/16/24	$ 2,810,590	$ -	
Hemet Unified	Riverside	Whittier Elementary	57/67082-00-017	08/16/24	$ 4,553,992	$ -	
Pleasanton Unified	Alameda	Amador Valley High	57/75101-00-025	08/16/24	$ 1,815,491	$ -	
Pleasanton Unified	Alameda	Thomas S. Hart Middle	57/75101-00-026	08/16/24	$ 754,866	$ -	
Grossmont Union High	San Diego	Chaparral High	57/68130-00-040	08/20/24	$ 280,075	$ -	
Grossmont Union High	San Diego	Helix High	57/68130-00-041	08/20/24	$ 2,098,020	$ -	
Willows Unified	Glenn	Willows Intermediate	57/62661-00-008	08/21/24	$ 2,345,432	$ -	
Manteca Unified	San Joaquin	Manteca High	57/68593-00-023	08/22/24	$ 22,038,683	$ -	
Pleasanton Unified	Alameda	Foothill High	57/75101-00-027	08/22/24	$ 2,033,494	$ -	
Fresno Unified	Fresno	Del Mar Elementary	57/62166-00-152	08/23/24	$ 1,384,886	$ -	
Vallecitos Elementary	San Diego	Vallecitos Elementary	57/68437-00-001	08/23/24	$ 173,627	$ 115,751	
Los Angeles Unified	Los Angeles	Heliotrope Avenue Elementary	57/64733-00-823	08/26/24	$ 806,160	$ -	
Los Angeles Unified	Los Angeles	Chase Street Elementary	57/64733-00-824	08/26/24	$ 842,267	$ -	
Greenfield Union Elementary	Monterey	Mary Chapa Academy	57/66035-00-007	08/28/24	$ 1,860,000	$ 1,240,000	
Los Angeles Unified	Los Angeles	Eagle Rock High	57/64733-00-825	08/29/24	$ 13,016,714	$ -	
Sweetwater Union High	San Diego	Eastlake High	57/68411-00-053	08/29/24	$ 9,197,423	$ -	
Simi Valley Unified	Ventura	Royal High	57/72603-00-039	08/29/24	$ 1,172,443	$ -	
Woodland Joint Unified	Yolo	Beamer Elementary	57/72710-00-017	08/29/24	$ 873,886	$ -	
Woodland Joint Unified	Yolo	Cache Creek High	57/72710-00-018	08/29/24	$ 1,491,096	$ -	
Woodland Joint Unified	Yolo	Dingle Elementary	57/72710-00-019	08/29/24	$ 1,118,839	$ -	
Woodland Joint Unified	Yolo	Woodland Prairie Elementary	57/72710-00-020	08/29/24	$ 2,379,796	$ -	
Grossmont Union High	San Diego	Granite Hills High	57/68130-00-042	08/30/24	$ 310,348	$ -	
Placerville Union Elementary	El Dorado	Louisiana Schnell Elementary	57/61952-00-005	09/04/24	$ 544,482	$ -	
Woodland Joint Unified	Yolo	Plainfield Elementary	57/72710-00-021	09/04/24	$ 369,239	$ -	
Dixon Unified	Solano	Anderson (Linford L.) Elementary	57/70532-00-006	09/05/24	$ 4,707,886	$ -	
Hacienda la Puente Unified	Los Angeles	Los Altos High	57/73445-00-036	09/05/24	$ 5,295,626	$ -	
Los Angeles Unified	Los Angeles	Joseph Le Conte Middle	57/64733-00-826	09/09/24	$ 940,271	$ -	
Merced Union High	Merced	Golden Valley High	57/65789-00-012	09/11/24	$ 3,459,983	$ -	
Elk Grove Unified	Sacramento	Samuel Jackman Middle	57/67314-00-045	09/13/24	$ 2,517,320	$ -	
Elk Grove Unified	Sacramento	Prairie Elementary	57/67314-00-046	09/13/24	$ 2,371,975	$ -	
Los Angeles Unified	Los Angeles	Betty Plasencia Elementary	57/64733-11-017	09/17/24	$ 6,516,759	$ -	
Los Angeles Unified	Los Angeles	Barton Hill Elementary	57/64733-00-827	09/18/24	$ 768,590	$ -	
Monterey Peninsula Unified	Monterey	Marina Vista Elementary	57/66092-00-046	09/18/24	$ 636,606	$ -	
Los Angeles Unified	Los Angeles	Patrick Henry Middle	57/64733-00-828	09/20/24	$ 4,340,766	$ -	
Mount Pleasant Elementary	Santa Clara	Mt. Pleasant Elementary	57/69617-00-001	09/23/24	$ 3,829,286	$ -	
Valley Home Joint Elementary	Stanislaus	Valley Home Elementary	57/71324-00-001	09/24/24	$ 307,978	$ 205,319	
Anaheim Union High	Orange	South Junior High	57/66431-02-001	09/25/24	$ 1,898,130	$ -	

SFP APPLICATIONS
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Modesto City Elementary	Stanislaus	La Loma Junior High	57/71167-00-008	09/25/24	$ 1,554,310	$ -	
Dublin Unified	Alameda	Frederiksen Elementary	57/75093-00-017	09/25/24	$ 939,170	$ -	
Fountain Valley Elementary	Orange	Fulton (Harry C.) Middle	57/66498-00-023	09/26/24	$ 821,918	$ -	
Fountain Valley Elementary	Orange	Gisler (Robert) Elementary	57/66498-00-024	09/26/24	$ 612,487	$ -	
Fountain Valley Elementary	Orange	Masuda (Kazuo) Middle	57/66498-00-025	09/26/24	$ 352,667	$ -	
Fountain Valley Elementary	Orange	Tamura (Hisamatsu) Elementary	57/66498-00-026	09/26/24	$ 656,570	$ -	
Washington Colony Elementary	Fresno	Washington Colony Elementary	57/62513-00-002	09/27/24	$ 1,587,778	$ 1,058,519	
Pomona Unified	Los Angeles	Lexington Elementary	57/64907-00-067	10/01/24	$ 1,125,581	$ -	
Pomona Unified	Los Angeles	Lincoln Elementary	57/64907-00-068	10/02/24	$ 732,490	$ -	
Pomona Unified	Los Angeles	La Verne Science and Technology Charter	57/64907-00-069	10/02/24	$ 340,732	$ -	
Los Angeles Unified	Los Angeles	One Hundred Ninth Street Elementary	57/64733-00-829	10/03/24	$ 746,632	$ -	
Manteca Unified	San Joaquin	East Union High	57/68593-00-024	10/03/24	$ 2,794,265	$ -	
Buellton Union Elementary	Santa Barbara	Oak Valley Elementary	57/69138-00-004	10/03/24	$ 1,119,133	$ -	
Los Angeles Unified	Los Angeles	John Burroughs Middle	57/64733-00-830	10/04/24	$ 15,434,448	$ -	
Los Angeles Unified	Los Angeles	San Miguel Elementary	57/64733-00-831	10/04/24	$ 5,817,883	$ -	
Anaheim Union High	Orange	Anaheim High	57/66431-01-005	10/04/24	$ 2,368,338	$ -	
Lewiston Elementary	Trinity	Lewiston Elementary	57/71746-00-001	10/04/24	$ 1,516,256	$ 1,010,837	
Los Angeles Unified	Los Angeles	Susan Miller Dorsey Senior High	57/64733-00-832	10/07/24	$ 2,397,619	$ -	
Anaheim Union High	Orange	Brookhurst Junior High	57/66431-06-001	10/07/24	$ 1,223,163	$ -	
Anaheim Union High	Orange	Western High	57/66431-07-005	10/07/24	$ 6,929,400	$ -	
Los Angeles Unified	Los Angeles	Noble Avenue Elementary	57/64733-00-833	10/08/24	$ 1,109,450	$ -	
Los Angeles Unified	Los Angeles	Victory Boulevard Elementary	57/64733-22-017	10/08/24	$ 4,357,811	$ -	
Etiwanda Elementary	San Bernardino	Carleton P. Lightfoot Elementary	57/67702-00-004	10/08/24	$ 3,828,090	$ -	
Etiwanda Elementary	San Bernardino	East Heritage Elementary	57/67702-00-005	10/08/24	$ 3,349,579	$ -	
Los Angeles Unified	Los Angeles	San Fernando Senior High	57/64733-73-007	10/09/24	$ 904,088	$ -	
Los Angeles Unified	Los Angeles	Russell Elementary	57/64733-15-014	10/10/24	$ 2,345,384	$ -	
Elk Grove Unified	Sacramento	Elk Grove High	57/67314-00-047	10/11/24	$ 23,428,076	$ -	
Los Angeles Unified	Los Angeles	Normandie Avenue Elementary	57/64733-00-834	10/14/24	$ 7,547,946	$ -	
Los Angeles Unified	Los Angeles	Angeles Mesa Elementary	57/64733-00-835	10/14/24	$ 1,327,465	$ -	
Los Angeles Unified	Los Angeles	Washington Irving Middle School Math, Music and	57/64733-12-014	10/14/24	$ 3,617,871	$ -	
Los Angeles Unified	Los Angeles	Clover Avenue Elementary	57/64733-21-040	10/14/24	$ 159,829	$ -	
Pomona Unified	Los Angeles	Marshall Middle	57/64907-00-070	10/14/24	$ 1,439,170	$ -	
Los Angeles Unified	Los Angeles	Baldwin Hills Elementary	57/64733-23-007	10/15/24	$ 1,532,115	$ -	
Los Angeles Unified	Los Angeles	Amestoy Elementary	57/64733-33-025	10/16/24	$ 1,091,161	$ -	
Los Angeles Unified	Los Angeles	Alexander Hamilton Senior High	57/64733-00-837	10/18/24	$ 25,497,690	$ -	
Los Angeles Unified	Los Angeles	Sixty-Eight Street Elementary	57/64733-00-838	10/18/24	$ 1,462,508	$ -	
Etiwanda Elementary	San Bernardino	Summit Intermediate	57/67702-00-006	10/18/24	$ 7,455,396	$ -	
Santa Barbara Unified	Santa Barbara	Washington Elementary	57/76786-00-022	10/18/24	$ 1,580,332	$ -	
Los Angeles Unified	Los Angeles	Fishburn Avenue Elementary	57/64733-00-839	10/21/24	$ 866,424	$ -	
Modesto City Elementary	Stanislaus	Sonoma Elementary	57/71167-00-009	10/21/24	$ 3,758,432	$ -	
Modesto City Elementary	Stanislaus	Mark Twain Junior High	57/71167-00-010	10/21/24	$ 3,858,419	$ -	
Pomona Unified	Los Angeles	Pantera Elementary	57/64907-00-071	10/22/24	$ 1,274,141	$ -	
Mountain View Whisman	Santa Clara	Benjamin Bubb Elementary	57/69591-00-010	10/22/24	$ 1,792,384	$ -	
Mountain View Whisman	Santa Clara	Amy Imai Elementary	57/69591-00-011	10/22/24	$ 1,301,239	$ -	
Mountain View Whisman	Santa Clara	Edith Landels Elementary	57/69591-00-012	10/22/24	$ 1,498,791	$ -	
Mountain View Whisman	Santa Clara	Isaac Newton Graham Middle	57/69591-00-013	10/22/24	$ 3,010,805	$ -	
Long Beach Unified	Los Angeles	Lakewood High	57/64725-00-063	10/23/24	$ 8,982,170	$ -	
Los Angeles Unified	Los Angeles	Logan Academy of Global Ecology	57/64733-00-840	10/23/24	$ 1,707,000	$ -	

SFP APPLICATIONS
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
Monterey Peninsula Unified	Monterey	Los Arboles Middle	57/66092-00-047	10/23/24	$ 1,310,443	$ -	
Walnut Creek Elementary	Contra Costa	Walnut Creek Intermediate	57/61812-00-009	10/24/24	$ 9,933,644	$ -	
Las Virgenes Unified	Los Angeles	Round Meadow Elementary	57/64683-00-012	10/24/24	$ 5,302,901	$ -	
Los Angeles Unified	Los Angeles	Manchester Avenue Elementary	57/64733-15-015	10/24/24	$ 743,184	$ -	
Wiseburn Unified	Los Angeles	Wiseburn Middle	57/76869-00-001	10/24/24	$ 2,209,280	$ -	
Merced Union High	Merced	Livingston High	57/65789-00-013	10/25/24	$ 3,346,598	$ -	
Saint Helena Unified	Napa	Saint Helena Elementary	57/66290-00-007	10/25/24	$ 1,355,044	$ -	
Conejo Valley Unified	Ventura	Colina Middle	57/73759-00-061	10/25/24	$ 1,754,428	$ -	
Conejo Valley Unified	Ventura	Sequoia Middle	57/73759-00-062	10/25/24	$ 3,258,224	$ -	
Wiseburn Unified	Los Angeles	Del Aire Elementary	57/76869-00-002	10/25/24	$ 1,375,538	$ -	
Wiseburn Unified	Los Angeles	Aviation Elementary	57/76869-00-003	10/25/24	$ 694,969	$ -	
Wiseburn Unified	Los Angeles	Hollyglen Elementary	57/76869-00-004	10/25/24	$ 748,202	$ -	
San Diego Unified	San Diego	Taft Middle	57/68338-00-294	10/26/24	$ 8,803,299	$ -	
Los Angeles Unified	Los Angeles	Seventh Street Elementary	57/64733-20-027	10/28/24	$ 1,308,105	$ -	
San Rafael City Elementary	Marin	Coleman Elementary	57/65458-00-018	10/28/24	$ 3,105,103	$ -	
San Rafael City Elementary	Marin	Glenwood Elementary	57/65458-00-019	10/28/24	$ 2,839,167	$ -	
Santa Rita Union Elementary	Monterey	Gavilan View Middle	57/66191-00-006	10/28/24	$ 8,090,855	$ -	
Palm Springs Unified	Riverside	Landau Elementary	57/67173-00-017	10/28/24	$ 4,500,330	$ -	
San Diego Unified	San Diego	Miramar Ranch Elementary	57/68338-00-295	10/28/24	$ 7,011,785	$ -	
San Diego Unified	San Diego	Zamorano Elementary	57/68338-00-296	10/28/24	$ 10,495,347	$ -	
San Diego Unified	San Diego	Ericson Elementary	57/68338-00-297	10/28/24	$ 9,251,218	$ -	
Camptonville Elementary	Yuba	Camptonville Elementary	57/72728-00-001	10/28/24	$ 78,307	$ 52,205	
Fremont Unified	Alameda	American High	57/61176-00-060	10/29/24	$ 29,874,303	$ -	
Martinez Unified	Contra Costa	Morello Park Elementary	57/61739-00-014	10/29/24	$ 3,334,095	$ -	
West Contra Costa Unified	Contra Costa	Collins Elementary	57/61796-00-059	10/29/24	$ 5,194,881	$ -	
West Contra Costa Unified	Contra Costa	Shannon Elementary	57/61796-00-060	10/29/24	$ 3,577,258	$ -	
Las Virgenes Unified	Los Angeles	Calabasas High	57/64683-00-013	10/29/24	$ 4,549,428	$ -	
Long Beach Unified	Los Angeles	Tincher Preparatory	57/64725-00-064	10/29/24	$ 11,325,166	$ -	
Los Angeles Unified	Los Angeles	Audubon Middle	57/64733-00-841	10/29/24	$ 1,085,027	$ -	
Los Angeles Unified	Los Angeles	Marianna Avenue Elementary	57/64733-00-842	10/29/24	$ 799,186	$ -	
Pomona Unified	Los Angeles	Madison Elementary	57/64907-00-072	10/29/24	$ 961,892	$ -	
San Rafael City Elementary	Marin	Venetia Valley K-8	57/65458-00-020	10/29/24	$ 2,451,166	$ -	
Calistoga Joint Unified	Napa	Calistoga Junior/Senior High	57/66241-00-005	10/29/24	$ 2,333,311	$ -	
Saint Helena Unified	Napa	Saint Helena High	57/66290-00-008	10/29/24	$ 6,461,456	$ -	
Palm Springs Unified	Riverside	Sunny Sands Elementary	57/67173-00-018	10/29/24	$ 6,176,936	$ -	
Elk Grove Unified	Sacramento	Sheldon High	57/67314-00-048	10/29/24	$ 19,343,051	$ -	
Elk Grove Unified	Sacramento	Laguna Creek High	57/67314-00-049	10/29/24	$ 14,660,158	$ -	
Fontana Unified	San Bernardino	South Tamarind Elementary	57/67710-00-034	10/29/24	$ 1,577,972	$ -	
San Diego Unified	San Diego	Boone Elementary	57/68338-00-298	10/29/24	$ 6,775,719	$ -	
San Diego Unified	San Diego	Hickman Elementary	57/68338-00-299	10/29/24	$ 5,786,796	$ -	
San Diego Unified	San Diego	San Diego High	57/68338-00-300	10/29/24	$ 30,636,323	$ -	
San Diego Unified	San Diego	Clark Middle	57/68338-00-301	10/29/24	$ 4,881,476	$ -	
San Diego Unified	San Diego	Chesterton Elementary	57/68338-00-302	10/29/24	$ 4,931,856	$ -	
San Diego Unified	San Diego	Cubberley Elementary	57/68338-00-303	10/29/24	$ 2,488,259	$ -	
San Diego Unified	San Diego	Hamilton Elementary	57/68338-00-304	10/29/24	$ 12,517,854	$ -	
San Diego Unified	San Diego	Correia Middle	57/68338-00-305	10/29/24	$ 7,287,811	$ -	
San Diego Unified	San Diego	Mason Elementary	57/68338-00-306	10/29/24	$ 2,552,060	$ -	
San Diego Unified	San Diego	Clairemont Canyons Academy	57/68338-00-307	10/29/24	$ 5,997,341	$ -	

SFP APPLICATIONS
Modernization School Facilities Program
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)***	Financial Hardship (b)	Notification Occurred**
San Diego Unified	San Diego	Lewis Middle	57/68338-00-308	10/29/24	$ 2,552,060	$ -	
San Diego Unified	San Diego	Linda Vista Elementary	57/68338-00-309	10/29/24	$ 5,250,863	$ -	
San Diego Unified	San Diego	Dailard Elementary	57/68338-00-310	10/29/24	$ 4,619,229	$ -	
San Diego Unified	San Diego	Hoover High	57/68338-00-311	10/29/24	$ 26,662,994	$ -	
San Diego Unified	San Diego	Bay Park Elementary	57/68338-00-312	10/29/24	$ 3,885,511	$ -	
San Diego Unified	San Diego	Alcott Elementary	57/68338-00-313	10/29/24	$ 3,885,511	$ -	
San Diego Unified	San Diego	Holmes Elementary	57/68338-00-314	10/29/24	$ 3,885,511	$ -	
San Diego Unified	San Diego	Spreckels Elementary	57/68338-00-315	10/29/24	$ 5,455,028	$ -	
San Diego Unified	San Diego	Canyon Hills High	57/68338-00-316	10/29/24	$ 20,628,505	$ -	
Fremont Union High	Santa Clara	Lynbrook High	57/69468-00-021	10/29/24	$ 2,359,856	$ -	
Big Springs Union Elementary	Siskiyou	Big Springs Elementary	57/70185-00-003	10/29/24	$ 28,154	$ 18,769	
Milpitas Unified	Santa Clara	Pearl Zanker Elementary	57/73387-00-015	10/29/24	$ 5,649,938	$ -	
Milpitas Unified	Santa Clara	Anthony Spangler Elementary	57/73387-00-016	10/29/24	$ 5,640,631	$ -	
Dublin Unified	Alameda	Dublin Elementary	57/75093-00-018	10/29/24	$ 840,119	$ -	
Chico Unified	Butte	Nord Country School	58/61424-00-006	07/16/25	$ 191,794	$ -	
					$ 2,767,085,766	**$ 20,444,086**	
				Total	**$**	**2,787,529,853**	

MODERNIZATION FUNDING SUBTOTALS	**$ 2,766,893,972**	**$ 20,444,086**
MODERNIZATION FACILITY HARDSHIP - NON SEISMIC	**$ 191,794**	**$ -**
TOTAL MODERNIZATION FUNDING		**$2,787,529,853**
MODERNIZATION FACILITY HARDSHIP - SEISMIC	**$ -**	**$ -**

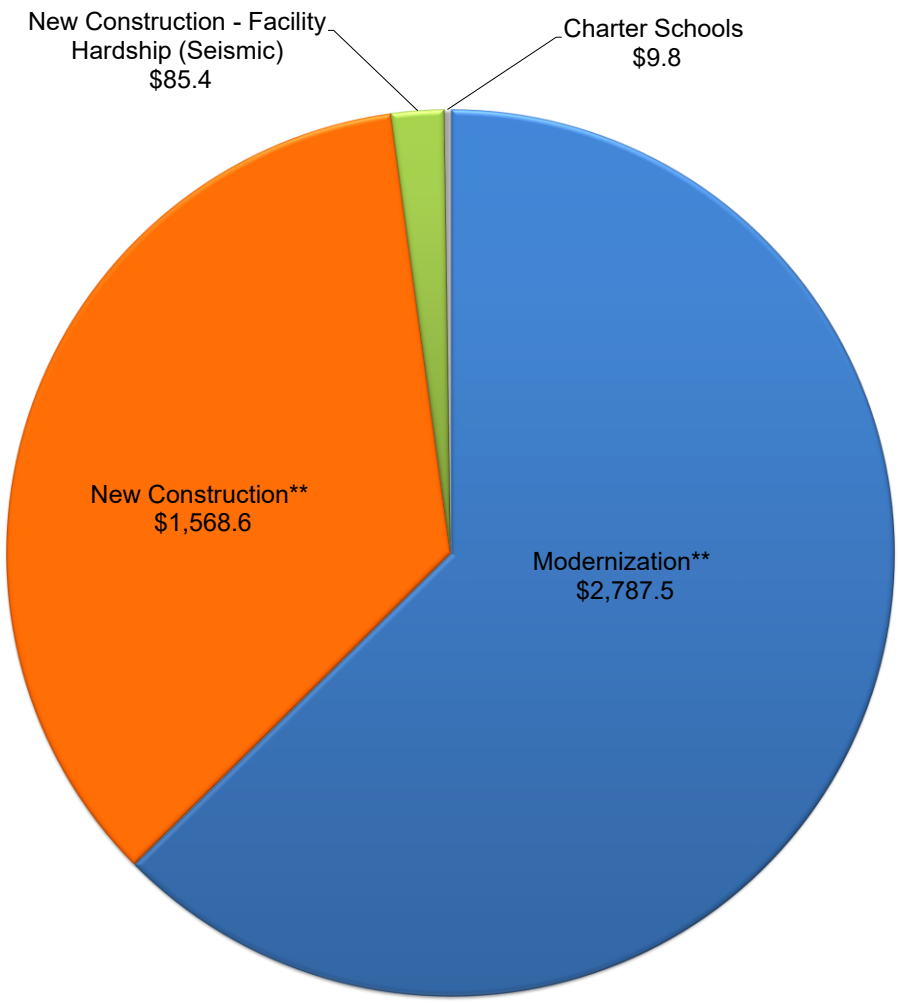
(a) Represents estimated 60% state share of project including excessive cost grants. Sesimic Mitigation Program projects represents the estimated 50% state share of project. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program requirements.

(b) Represents estimated financial hardship. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program requirements.

*Facility Hardship project requesting Seismic Mitigation Program funding.

**School districts have been notified that the Office of Public School Construction will begin processing the district's application in the near future.

School Facility Program Applications within Bond Authority*
- in millions of dollars, as of July 31, 2025-



*The projects on this report only represents completed applications that are awaiting Office of Public School Construction (OPSC) processing and scheduling to the State Allocation Board. It does not reflect the OPSC's complete workload or guarantee the project is within available bond authority.

** Includes Facility Hardship Non-Seismic applications (as applicable)

INFORMATION ITEM

SCHOOL FACILITY PROGRAM
APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST
(as of July 31, 2025)

The applications on this list represent School Facility Program (SFP) New Construction and Modernization projects in date order received that were received on or after October 30, 2024 through July 31, 2025. These applications have been received, but not reviewed, by the Office of Public School Construction (OPSC). This list is presented to the State Allocation Board for acknowledgement, but not approval pursuant to SFP Regulation Section 1859.95.1.

Published monthly in the SAB Agenda.

This report is also on the OPSC Website at:
www.dgs.ca.gov/opsc

SFP APPLICATIONS
Modernization Acknowledged Applications Received Past Existing Authority as of July 31, 2025

District	County	Site Name	Application Number	50-04 Date Received	Estimated State Grant (a)	Estimated Financial Hardship (b)
Clovis Unified	Fresno	Fort Washington Elementary	57/62117-00-066	10/30/24	$ 4,351,262	$ -
Clovis Unified	Fresno	Dry Creek Elementary	57/62117-00-067	10/30/24	$ 6,616,216	$ -
Clovis Unified	Fresno	Kastner Intermediate	57/62117-00-068	10/30/24	$ 9,275,125	$ -
Clovis Unified	Fresno	Copper Hills Elementary	57/62117-00-069	10/30/24	$ 6,417,827	$ -
Clovis Unified	Fresno	Pinedale Elementary	57/62117-00-070	10/30/24	$ 3,981,193	$ -
Clovis Unified	Fresno	Century Elementary	57/62117-00-071	10/30/24	$ 4,611,447	$ -
Clovis Unified	Fresno	Clovis High	57/62117-00-072	10/30/24	$ 28,545,797	$ -
Fresno Unified	Fresno	Roosevelt High	57/62166-00-153	10/30/24	$ 17,851,192	$ -
El Monte Union High	Los Angeles	Arroyo High	57/64519-00-009	10/30/24	$ 11,136,772	$ -
Long Beach Unified	Los Angeles	Jordan High	57/64725-00-065	10/30/24	$ 23,120,438	$ -
Los Angeles Unified	Los Angeles	Ernest Lawrence Middle	57/64733-00-843	10/30/24	$ 3,127,934	$ -
Los Angeles Unified	Los Angeles	Rosemont Avenue Elementary	57/64733-00-844	10/30/24	$ 4,836,951	$ -
Los Angeles Unified	Los Angeles	Woodrow Wilson Senior High	57/64733-00-845	10/30/24	$ 1,205,039	$ -
Los Angeles Unified	Los Angeles	Fairfax Senior High	57/64733-00-846	10/30/24	$ 1,293,576	$ -
Los Angeles Unified	Los Angeles	Manual Arts Senior High	57/64733-00-847	10/30/24	$ 1,144,270	$ -
Los Angeles Unified	Los Angeles	Sunrise Elementary	57/64733-05-020	10/30/24	$ 808,803	$ -
Los Angeles Unified	Los Angeles	South Gate Middle	57/64733-16-014	10/30/24	$ 5,008,679	$ -
Los Angeles Unified	Los Angeles	Huntington Park Senior High	57/64733-17-013	10/30/24	$ 20,805,275	$ -
Los Angeles Unified	Los Angeles	Huntington Park Senior High	57/64733-17-014	10/30/24	$ 10,742,511	$ -
Los Angeles Unified	Los Angeles	Huntington Park Senior High	57/64733-17-015	10/30/24	$ 7,434,222	$ -
Los Angeles Unified	Los Angeles	Canyon Charter Elementary	57/64733-47-013	10/30/24	$ 1,192,176	$ -
Los Angeles Unified	Los Angeles	Palisades Charter High	57/64733-47-014	10/30/24	$ 11,590,382	$ -
Norwalk-La Mirada Unified	Los Angeles	La Mirada High	57/64840-00-036	10/30/24	$ 626,237	$ -
Salinas Union High	Monterey	Everett Alvarez High	57/66159-00-003	10/30/24	$ 20,566,060	$ -
Anaheim Elementary	Orange	Sunkist Elementary	57/66423-00-035	10/30/24	$ 8,673,017	$ -
Sacramento City Unified	Sacramento	Nicholas Elementary	57/67439-00-079	10/30/24	$ 3,234,409	$ -
Encinitas Union Elementary	San Diego	Ocean Knoll Elementary	57/68080-00-014	10/30/24	$ 1,021,545	$ -
San Luis Coastal Unified	San Luis Obispo	Laguna Middle	57/68809-00-033	10/30/24	$ 1,031,010	$ -
Ravenswood City Elementary	San Mateo	Belle Haven Elementary	57/68999-00-019	10/30/24	$ 5,459,624	$ -
Mountain View-Los Altos Union High	Santa Clara	Mountain View High	57/69609-00-008	10/30/24	$ 5,893,518	$ -
Piner-Olivet Union Elementary	Sonoma	Morrice Schaefer Charter	57/70870-00-006	10/30/24	$ 673,382	$ -
Modesto City High	Stanislaus	Grace M. Davis High	57/71175-00-005	10/30/24	$ 3,820,068	$ -
Modesto City High	Stanislaus	Grace M. Davis High	57/71175-00-006	10/30/24	$ 2,801,664	$ -
Modesto City High	Stanislaus	Grace M. Davis High	57/71175-00-007	10/30/24	$ 1,510,811	$ -
Modesto City High	Stanislaus	Peter Johansen High	57/71175-00-008	10/30/24	$ 18,623,600	$ -
Rockford Elementary	Tulare	Rockford Elementary	57/72090-00-005	10/30/24	$ 1,203,660	$ 802,440
Milpitas Unified	Santa Clara	Rancho Milpitas Middle	57/73387-00-017	10/30/24	$ 6,445,330	$ -
Milpitas Unified	Santa Clara	Thomas Russell Middle	57/73387-00-018	10/30/24	$ 8,465,541	$ -
Rowland Unified	Los Angeles	Nogales High	57/73452-00-035	10/30/24	$ 1,682,476	$ -
Caruthers Unified	Fresno	Monroe Elementary	57/75598-00-005	10/30/24	$ 2,419,504	$ 1,613,003
Konocti Unified	Lake	Lower Lake High	57/64022-00-020	10/31/24	$ 5,309,325	$ -
Downey Unified	Los Angeles	Griffiths (Gordon) Middle	57/64451-00-042	10/31/24	$ 1,137,002	$ -
Downey Unified	Los Angeles	Sussman (Edward A.) Middle	57/64451-00-043	10/31/24	$ 2,079,323	$ -
Vacaville Unified	Solano	Vaca Pena Middle	57/70573-00-025	10/31/24	$ 1,436,098	$ -

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District	County	Site Name	Application Number	50-04 Date Received	Estimated State Grant (a)	Estimated Financial Hardship (b)
Vacaville Unified	Solano	Hemlock Elementary	57/70573-00-026	10/31/24	$ 518,780	$ -
Vacaville Unified	Solano	Orchard Elementary	57/70573-00-027	10/31/24	$ 847,706	$ -
Lindsay Unified	Tulare	John J. Cairns Continuation	57/71993-00-011	10/31/24	$ 1,064,580	$ -
Pomona Unified	Los Angeles	Lorbeer Middle	57/64907-00-073	11/04/24	$ 1,801,365	$ -
Pomona Unified	Los Angeles	Ranch Hills Elementary	57/64907-00-074	11/04/24	$ 1,877,585	$ -
Pomona Unified	Los Angeles	Garey High	57/64907-00-075	11/04/24	$ 2,438,766	$ -
Santa Cruz City High	Santa Cruz	Santa Cruz High	57/69823-00-015	11/04/24	$ 442,385	$ -
Los Nietos	Los Angeles	Ada S. Nelson Elementary	57/64758-00-012	11/08/24	$ 2,424,457	$ -
Chaffey Joint Union High	San Bernardino	Chaffey High	57/67652-00-009	11/11/24	$ 11,195,775	$ -
Salinas Union High	Monterey	Alisal High	57/66159-00-004	11/14/24	$ 23,380,494	$ -
Pond Union Elementary	Kern	Pond Elementary	57/63719-00-002****	11/15/24	$ 262,227	$ 174,818
Valley Home Joint Elementary	Stanislaus	Valley Home Elementary	57/71324-00-002****	11/15/24	$ 307,978	$ 205,319
Fresno Unified	Fresno	Addams Elementary	57/62166-00-154****	11/21/24	$ 8,143,960	$ -
Fresno Unified	Fresno	Columbia Elementary	57/62166-00-155****	11/21/24	$ 4,953,413	$ -
Fresno Unified	Fresno	Jackson Elementary	57/62166-00-156****	11/21/24	$ 2,871,068	$ -
Fresno Unified	Fresno	Del Mar Elementary	57/62166-00-157****	11/21/24	$ 5,283,286	$ -
Fresno Unified	Fresno	McLane High	57/62166-00-158****	11/21/24	$ 37,764,914	$ -
Fresno Unified	Fresno	Roosevelt High	57/62166-00-159****	11/21/24	$ 40,118,626	$ -
Fresno Unified	Fresno	Yosemite Middle	57/62166-00-160****	11/21/24	$ 6,694,695	$ -
Fresno Unified	Fresno	Roosevelt High	57/62166-00-161****	11/21/24	$ 40,279,055	$ -
Anderson Valley Unified	Mendocino	Anderson Valley Junior-Senior High	57/65540-00-006****	11/21/24	$ 3,029,981	$ -
Ukiah Unified	Mendocino	Calpella Elementary	57/65615-00-014	11/22/24	$ 1,213,000	$ -
Ukiah Unified	Mendocino	Frank Zeek Elementary	57/65615-00-015	11/22/24	$ 3,050,256	$ -
Grant Elementary	Shasta	Grant Elementary	57/70003-00-003	11/22/24	$ 242,473	$ 161,649
Exeter Unified	Tulare	Wilson Middle	57/76836-00-003	11/22/24	$ 2,088,005	$ -
Buellton Union Elementary	Santa Barbara	Jonata Middle	57/69138-00-005	11/25/24	$ 1,517,682	$ -
Caruthers Unified	Fresno	Monroe Elementary	57/75598-00-006****	11/25/24	$ 2,419,504	$ 1,613,003
San Bernardino City Unified	San Bernardino	Sierra High	57/67876-00-124****	11/26/24	$ 6,036,450	$ -
San Bernardino City Unified	San Bernardino	San Gorgonio High	57/67876-00-125****	11/26/24	$ 28,431,969	$ -
Simi Valley Unified	Ventura	Royal High	57/72603-00-040****	11/26/24	$ 25,811,268	$ -
Simi Valley Unified	Ventura	Simi Valley High	57/72603-00-041****	11/26/24	$ 24,852,742	$ -
Simi Valley Unified	Ventura	Santa Susana High	57/72603-00-042****	11/26/24	$ 13,119,375	$ -
Sanger Unified	Fresno	Lincoln Elementary	57/62414-00-025****	12/03/24	$ 3,812,692	$ -
Sanger Unified	Fresno	Jackson Elementary	57/62414-00-026****	12/03/24	$ 4,223,725	$ -
Sanger Unified	Fresno	Washington Academic Middle	57/62414-00-027****	12/03/24	$ 6,603,049	$ -
Sanger Unified	Fresno	Wilson Elementary	57/62414-00-028****	12/03/24	$ 4,571,500	$ -
Sanger Unified	Fresno	Lone Star Elementary	57/62414-00-029****	12/03/24	$ 4,289,466	$ -
Greenfield Union	Kern	Leon H. Ollivier Middle	57/63503-00-014****	12/03/24	$ 3,769,899	$ -
Greenfield Union	Kern	Greenfield Middle	57/63503-00-015****	12/03/24	$ 8,756,790	$ -
Grenada Elementary	Siskiyou	Grenada Elementary	57/70326-00-001	12/11/24	$ 204,782	$ 136,521
San Juan Unified	Sacramento	Katherine Johnson Middle	57/67447-05-001	01/07/25	$ 5,557,319	$ -
Colton Joint Unified	San Bernardino	Colton Middle	57/67686-00-029	01/08/25	$ 3,744,938	$ -
Riverdale Joint Unified	Fresno	Fipps Primary	57/75408-00-010****	01/09/25	$ 3,368,194	$ -
Riverdale Joint Unified	Fresno	Riverdale Elementary	57/75408-00-011****	01/09/25	$ 5,187,803	$ -

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Riverdale Joint Unified	Fresno	Riverdale High	57/75408-00-012****	01/09/25	$ 6,586,188	$ -
Hermosa Beach City Elementary	Los Angeles	Hermosa View Elementary	57/64600-00-012	01/10/25	$ 147,277	$ 98,185
Le Grand Union Elementary	Merced	Le Grand Elementary	57/65722-00-004	01/15/25	$ 391,338	$ 260,892
Vallecitos Elementary	San Diego	Vallecitos Elementary	57/68437-00-002	01/17/25	$ 173,627	$ 115,751
Tamalpais Union High	Marin	Redwood High	57/65482-00-008	01/21/25	$ 3,300,698	$ -
River Delta Joint Unified	Sacramento	D. H. White Elementary	57/67413-00-006	01/23/25	$ 2,583,084	$ -
Alhambra Unified	Los Angeles	San Gabriel High	57/75713-00-040	01/31/25	$ 8,795,807	$ -
Santa Rosa High	Sonoma	Montgomery High	57/70920-00-017	02/03/25	$ 7,696,282	$ -
Fountain Valley Elementary	Orange	Courreges (Roch) Elementary	57/66498-00-027	02/05/25	$ 353,786	$ -
Elk Grove Unified	Sacramento	Charles E. Mack Elementary	57/67314-00-050	02/05/25	$ 5,858,281	$ -
Tulare City	Tulare	Roosevelt Elementary	57/72231-00-014	02/11/25	$ 2,799,208	$ -
Tamalpais Union High	Marin	Redwood High	57/65482-00-009	02/12/25	$ 3,785,320	$ -
Wheatland Union High	Yuba	Wheatland Union High	57/72769-00-005	02/13/25	$ 1,246,978	$ -
Dublin Unified	Alameda	Murray Elementary	57/75093-00-019	02/14/25	$ 3,482,921	$ -
Sausalito Marin City	Marin	Dr. Martin Luther King Jr. Academy	57/65474-00-003	02/18/25	$ 930,166	$ -
Palm Springs Unified	Riverside	James Workman Middle	57/67173-00-019	02/19/25	$ 9,638,824	$ -
River Delta Joint Unified	Sacramento	Riverview Middle	57/67413-00-007	02/20/25	$ 1,749,721	$ -
Corning Union Elementary	Tehama	West Street Elementary	57/71498-00-004	02/21/25	$ 3,413,767	$ -
Pomona Unified	Los Angeles	Pomona High	57/64907-00-076	02/27/25	$ 1,669,223	$ -
Mesa Union Elementary	Ventura	Mesa Elementary	57/72470-00-003	02/27/25	$ 4,967,728	$ 3,311,819
Pleasanton Unified	Alameda	Pleasanton Middle	57/75101-00-028	02/28/25	$ 5,292,912	$ -
Lucia Mar Unified	San Luis Obispo	Ocean View Elementary	57/68759-00-027	03/05/25	$ 3,896,431	$ -
Covina-Valley Unified	Los Angeles	Ben Lomond Elementary	57/64436-00-012	03/06/25	$ 3,183,143	$ -
Simi Valley Unified	Ventura	Garden Grove Elementary	57/72603-00-043	03/06/25	$ 6,404,230	$ -
Simi Valley Unified	Ventura	Valley View Middle	57/72603-00-044	03/06/25	$ 2,030,529	$ -
Anaheim Union High	Orange	Anaheim High	57/66431-01-006	03/10/25	$ 2,748,541	$ -
San Bernardino City Unified	San Bernardino	Emmerton Elementary	57/67876-00-126	03/10/25	$ 7,517,032	$ -
Newport-Mesa Unified	Orange	Whittier Elementary	57/66597-00-056	03/11/25	$ 2,043,912	$ -
San Bernardino City Unified	San Bernardino	Davidson Elementary	57/67876-00-127	03/13/25	$ 3,032,143	$ -
San Bernardino City Unified	San Bernardino	Cajon High	57/67876-00-128	03/13/25	$ 36,113,550	$ -
Pomona Unified	Los Angeles	Barfield Elementary	57/64907-00-077	03/14/25	$ 1,310,673	$ -
Newport-Mesa Unified	Orange	Newport Elementary	57/66597-00-057	03/17/25	$ 3,498,254	$ -
Ravenswood City Elementary	San Mateo	Cesar Chavez Ravenswood Middle	57/68999-00-020****	03/19/25	$ 3,951,375	$ -
Ravenswood City Elementary	San Mateo	Belle Haven Elementary	57/68999-00-021****	03/19/25	$ 5,689,176	$ -
Gridley Unified	Butte	Gridley High	57/75507-00-007****	03/20/25	$ 3,449,374	$ -
Anderson Valley Unified	Mendocino	Anderson Valley Elementary	57/65540-00-007	03/24/25	$ 428,933	$ -
Kirkwood Elementary	Tehama	Kirkwood Elementary	57/71555-00-001	03/24/25	$ 67,883	$ 45,255
Ventura Unified	Ventura	Juanamaria Elementary	57/72652-00-022	03/24/25	$ 741,184	$ -
Ventura Unified	Ventura	E. P. Foster Elementary	57/72652-00-023	03/24/25	$ 1,306,757	$ -
Newport-Mesa Unified	Orange	Woodland Elementary	57/66597-00-058	03/25/25	$ 1,932,065	$ -
Ontario-Montclair	San Bernardino	Ray Wiltsey Middle	57/67819-00-041	03/25/25	$ 1,698,105	$ -
Tustin Unified	Orange	Columbus Tustin Middle	57/73643-00-029	03/25/25	$ 4,020,134	$ -
Black Oak Mine Unified	El Dorado	Northside Elementary	57/73783-00-010	03/25/25	$ 791,558	$ -
Caliente Union Elementary	Kern	Piute Mountain Elementary	57/63388-00-001	03/26/25	$ 65,591	$ 43,727

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Ventura Unified	Ventura	Lemon Grove	57/72652-00-024	03/27/25	$ 844,979	$ -
Sierra Unified	Fresno	Sierra High	57/75275-00-004	03/27/25	$ 1,728,169	$ 1,152,113
Foresthill Union Elementary	Placer	Foresthill Divide	57/66837-00-002	03/31/25	$ 140,282	$ 93,521
Foresthill Union Elementary	Placer	Foresthill Elementary	57/66837-00-003	03/31/25	$ 144,816	$ 96,544
Ventura Unified	Ventura	Buena High	57/72652-00-025	03/31/25	$ 2,355,930	$ -
Ventura Unified	Ventura	Loma Vista Elementary	57/72652-00-026	04/01/25	$ 888,655	$ -
Pomona Unified	Los Angeles	San Jose Elementary	57/64907-00-078	04/02/25	$ 761,852	$ -
Ravenswood City Elementary	San Mateo	Los Robles-Ronald McNair Academy	57/68999-00-022	04/02/25	$ 662,223	$ -
Ventura Unified	Ventura	Elmhurst Elementary	57/72652-00-027	04/02/25	$ 954,195	$ -
Claremont Unified	Los Angeles	El Roble Intermediate	57/64394-00-011	04/03/25	$ 609,486	$ -
Claremont Unified	Los Angeles	Chaparral Elementary	57/64394-00-012	04/03/25	$ 2,293,810	$ -
San Bernardino City Unified	San Bernardino	Indian Springs High	57/67876-00-129	04/03/25	$ 23,855,543	$ -
San Bernardino City Unified	San Bernardino	Muscoy Elementary	57/67876-00-130	04/03/25	$ 5,180,116	$ -
San Luis Coastal Unified	San Luis Obispo	Monarch Grove Elementary	57/68809-00-035	04/04/25	$ 2,420,548	$ -
Claremont Unified	Los Angeles	Condit Elementary	57/64394-00-013	04/07/25	$ 2,166,190	$ -
Pleasanton Unified	Alameda	Fairlands Elementary	57/75101-00-029	04/07/25	$ 888,357	$ -
Ventura Unified	Ventura	Balboa Middle	57/72652-00-028	04/08/25	$ 2,685,454	$ -
Ferndale Unified	Humboldt	Ferndale Elementary	57/75374-00-005	04/08/25	$ 417,766	$ 278,511
Ferndale Unified	Humboldt	Ferndale High	57/75374-00-006	04/08/25	$ 301,733	$ 201,155
Ventura Unified	Ventura	Pacific High	57/72652-00-029	04/10/25	$ 588,147	$ -
Johnstonville Elementary	Lassen	Johnstonville Elementary	57/64113-00-003	04/11/25	$ 271,736	$ 181,157
Claremont Unified	Los Angeles	Claremont High	57/64394-00-014	04/11/25	$ 1,687,388	$ -
Elk Grove Unified	Sacramento	Samuel Kennedy Elementary	57/67314-00-051	04/11/25	$ 3,744,128	$ -
Claremont Unified	Los Angeles	Sycamore Elementary	57/64394-00-015	04/16/25	$ 485,008	$ -
Pomona Unified	Los Angeles	Diamond Ranch High	57/64907-00-079	04/16/25	$ 11,229,666	$ -
Antelope Elementary	Tehama	Antelope Elementary	57/71472-00-003	04/16/25	$ 333,647	$ 222,431
Antelope Elementary	Tehama	Berrendos Middle	57/71472-00-004	04/16/25	$ 300,928	$ 200,619
East Whittier City Elementary	Los Angeles	Hillview Middle	57/64485-00-015	04/18/25	$ 1,555,090	$ -
Ontario-Montclair	San Bernardino	Vina Danks Middle	57/67819-00-042	04/21/25	$ 1,888,111	$ -
East Whittier City Elementary	Los Angeles	Orchard Dale Elementary	57/64485-00-016	04/22/25	$ 2,383,997	$ -
East Whittier City Elementary	Los Angeles	Evergreen Elementary	57/64485-00-017	04/22/25	$ 1,674,729	$ -
Happy Camp Union Elementary	Siskiyou	Happy Camp Union Elementary	57/70334-00-001	04/23/25	$ 1,443,942	$ 962,628
Hanford Elementary	Kings	Woodrow Wilson Junior High	57/63917-00-013	04/24/25	$ 3,215,004	$ -
Black Oak Mine Unified	El Dorado	Golden Sierra High	57/73783-00-011	04/24/25	$ 50,484	$ -
Chico Unified	Butte	Little Chico Creek Elementary	57/61424-00-013	04/28/25	$ 3,059,172	$ -
Elk Grove Unified	Sacramento	Florence Markofer Elementary	57/67314-00-052	04/28/25	$ 4,787,244	$ -
Santa Paula Unified	Ventura	Barbara Webster Elementary	57/76828-00-008	04/29/25	$ 3,221,609	$ -
Union Hill Elementary	Nevada	Union Hill Elementary	57/66407-00-002	04/30/25	$ 548,329	$ 365,553
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo Elementary	57/73544-00-004	04/30/25	$ 807,894	$ 538,596
Rio Bravo-Greeley Union Elementary	Kern	Rio Bravo-Greeley Elementary	57/73544-00-005****	04/30/25	$ 2,051,914	$ -
Tulelake Basin Joint Unified	Modoc	Tulelake Basin Elementary	57/73593-00-002	05/01/25	$ 408,585	$ 272,390
Tulelake Basin Joint Unified	Modoc	Tulelake High	57/73593-00-003	05/01/25	$ 372,618	$ 248,412
Elk Grove Unified	Sacramento	James A. McKee Elementary	57/67314-00-053	05/02/25	$ 3,773,322	$ -
Lakeside Union	Kern	Donald E. Suburu Elementary	57/63552-00-003	05/06/25	$ 1,095,481	$ 730,321

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Lakeside Union	Kern	Lakeside Elementary	57/63552-00-004	05/06/25	$ 1,538,768	$ 1,025,845
Lancaster Elementary	Los Angeles	Sunnydale Elementary	57/64667-00-009	05/07/25	$ 677,060	$ -
Sunol Glen Unified	Alameda	Sunol Glen Elementary	57/75119-00-002	05/12/25	$ 999,212	$ -
Etiwanda Elementary	San Bernardino	Etiwanda Intermediate	57/67702-00-007	05/13/25	$ 7,350,090	$ -
Meadows Union	Imperial	Meadows Elementary	57/63198-00-002	05/15/25	$ 467,464	$ 311,643
Claremont Unified	Los Angeles	Mountain View Elementary	57/64394-00-016	05/15/25	$ 72,134	$ -
Vallejo City Unified	Solano	Vallejo High	57/70581-00-034	05/16/25	$ 1,862,763	$ -
Surprise Valley Joint Unified	Modoc	Surprise Valley Elementary	57/65896-00-003	05/22/25	$ 207,231	$ 138,154
Colton Joint Unified	San Bernardino	Bloomington High	57/67686-00-030	05/28/25	$ 6,314,475	$ -
Salinas Union High	Monterey	Salinas High	57/66159-00-005	05/29/25	$ 29,122,697	$ -
Capistrano Unified	Orange	Capistrano Valley High	57/66464-00-030	05/29/25	$ 11,140,931	$ -
Palermo Union Elementary	Butte	Helen M. Wilcox Elementary	57/61523-00-004	06/05/25	$ 557,251	$ 371,501
Palermo Union Elementary	Butte	Palermo Middle	57/61523-00-005	06/05/25	$ 538,913	$ 359,275
Konocti Unified	Lake	Lower Lake High	57/64022-00-021	06/06/25	$ 1,641,418	$ -
Konocti Unified	Lake	Burns Valley Elementary	57/64022-00-022	06/06/25	$ 851,736	$ -
San Bernardino City Unified	San Bernardino	San Andreas High	57/67876-00-131	06/09/25	$ 6,338,337	$ -
Stanislaus Union Elementary	Stanislaus	Stanislaus Elementary	57/71282-00-002	06/09/25	$ 3,282,634	$ -
Allensworth Elementary	Tulare	Allensworth Elementary	57/71795-00-002	06/10/25	$ 102,777	$ 68,518
Buttonwillow Union Elementary	Kern	Buttonwillow Elementary	57/63370-00-002	06/12/25	$ 606,833	$ 404,555
Colfax Elementary	Placer	Colfax Elementary	57/66795-00-001	06/19/25	$ 331,546	$ 221,031
Summerville Elementary	Tuolumne	Summerville Elementary	57/72405-00-004	06/23/25	$ 120,420	$ 80,280
Cotati-Rohnert Park Unified	Sonoma	Technology Middle	57/73882-00-014	06/26/25	$ 2,973,685	$ -
Union Hill Elementary	Nevada	Union Hill Elementary	57/66407-00-003	06/27/25	$ 100,466	$ 66,977
Twin Rivers Unified	Sacramento	Oakdale Elementary	57/76505-00-070	06/27/25	$ 677,837	$ -
Twin Rivers Unified	Sacramento	Grant Union High	57/76505-00-071	06/27/25	$ 3,286,713	$ -
Twin Rivers Unified	Sacramento	Del Paso Heights Elementary	57/76505-00-072	06/27/25	$ 1,222,169	$ -
Inglewood Unified	Los Angeles	Hudnall (Claude) Elementary	57/64634-00-008	06/30/25	$ 2,901,159	$ -
Inglewood Unified	Los Angeles	Highland Elementary	57/64634-00-009	06/30/25	$ 1,548,704	$ -
Scotts Valley Unified	Santa Cruz	Scotts Valley Middle	57/75432-00-003	07/01/25	$ 959,711	$ -
Scotts Valley Unified	Santa Cruz	Scotts Valley High	57/75432-00-004	07/01/25	$ 835,600	$ -
Ventura Unified	Ventura	Portola Elementary	57/72652-00-030	07/02/25	$ 2,116,399	$ -
Hamilton Unified	Glenn	Hamilton Elementary	57/76562-00-006	07/03/25	$ 605,284	$ -
El Rancho Unified	Los Angeles	El Rancho High	57/64527-00-028	07/07/25	$ 37,752,443	$ -
El Rancho Unified	Los Angeles	Durfee Elementary	57/64527-00-029	07/07/25	$ 2,878,740	$ -
El Rancho Unified	Los Angeles	South Ranchito Dual Language Academy	57/64527-00-030	07/07/25	$ 2,808,096	$ -
El Rancho Unified	Los Angeles	Rivera Elementary	57/64527-00-031	07/07/25	$ 3,867,755	$ -
El Rancho Unified	Los Angeles	North Ranchito Elementary	57/64527-00-032	07/07/25	$ 2,304,758	$ -
El Rancho Unified	Los Angeles	Magee Academy of Arts & Sciences	57/64527-00-033	07/07/25	$ 2,446,046	$ -
Portola Valley Elementary	San Mateo	Ormondale Elementary	57/68981-00-003	07/07/25	$ 2,686,361	$ -
Portola Valley Elementary	San Mateo	Corte Madera	57/68981-00-004	07/07/25	$ 2,812,982	$ -
Fruitvale Elementary	Kern	Columbia Elementary	57/63479-00-006	07/08/25	$ 2,651,213	$ -
Napa Valley Unified	Napa	Donaldson Way Elementary	57/66266-00-045	07/08/25	$ 3,608,971	$ -
Antelope Elementary	Tehama	Antelope Elementary	57/71472-00-005	07/08/25	$ 181,020	$ 120,680
Vallejo City Unified	Solano	Federal Terrace Elementary	57/70581-00-035	07/09/25	$ 5,207,792	$ -

SFP APPLICATIONS
Modernization Acknowledged Applications Received Past Existing Authority as of July 31, 2025

District	County	Site Name	Application Number	50-04 Date Received	Estimated State Grant (a)	Estimated Financial Hardship (b)
Vallejo City Unified	Solano	Lincoln Elementary	57/70581-00-036	07/09/25	$ 1,704,285	$ -
Ventura Unified	Ventura	Lincoln Elementary	57/72652-00-031	07/09/25	$ 696,341	$ -
Ventura Unified	Ventura	Citrus Glen Elementary	57/72652-00-032	07/10/25	$ 2,350,924	$ -
Claremont Unified	Los Angeles	Sumner Elementary	57/64394-00-017	07/11/25	$ 364,750	$ -
South Bay Union	San Diego	Emory Elementary	57/68395-00-012	07/11/25	$ 7,724,382	$ -
San Luis Coastal Unified	San Luis Obispo	Los Ranchos Elementary	57/68809-00-036	07/11/25	$ 4,182,562	$ -
San Luis Coastal Unified	San Luis Obispo	Bishop's Peak Elementary	57/68809-00-037	07/11/25	$ 2,745,780	$ -
Santa Rosa High	Sonoma	Rincon Valley Middle	57/70920-00-018	07/11/25	$ 9,265,298	$ -
Alvina Elementary	Fresno	Alvina Elementary Charter	57/61994-00-001	07/14/25	$ 2,112,832	$ -
El Nido Elementary	Merced	El Nido Elementary	57/65680-00-002	07/14/25	$ 167,996	$ 111,997
Salinas Union High	Monterey	North Salinas High	57/66159-00-006	07/15/25	$ 27,742,899	$ -
Covina-Valley Unified	Los Angeles	Covina High	57/64436-00-013	07/16/25	$ 17,978,722	$ -
El Rancho Unified	Los Angeles	Valencia Academy of the Arts	57/64527-00-034	07/16/25	$ 3,125,993	$ -
El Rancho Unified	Los Angeles	Rio Vista Elementary	57/64527-00-035	07/16/25	$ 2,357,741	$ -
El Rancho Unified	Los Angeles	STEAM Academy @ Burke	57/64527-00-036	07/16/25	$ 1,859,063	$ -
Solvang Elementary	Santa Barbara	Solvang Elementary	57/69336-00-004	07/16/25	$ 220,702	$ -
Ventura Unified	Ventura	Mound Elementary	57/72652-00-033	07/17/25	$ 1,336,456	$ -
Arcadia Unified	Los Angeles	Baldwin Stocker Elementary	57/64261-00-012	07/18/25	$ 832,551	$ -
Arcadia Unified	Los Angeles	Longley Way Elementary	57/64261-00-013	07/18/25	$ 637,397	$ -
Arcadia Unified	Los Angeles	Holly Avenue Elementary	57/64261-00-014	07/18/25	$ 602,536	$ -
Arcadia Unified	Los Angeles	Hugo Reid Primary	57/64261-00-015	07/18/25	$ 89,904	$ -
Dublin Unified	Alameda	Frederiksen Elementary	57/75093-00-020	07/18/25	$ 3,846,612	$ -
Scotts Valley Unified	Santa Cruz	Brook Knoll Elementary	57/75432-00-005	07/18/25	$ 2,479,104	$ -
Scotts Valley Unified	Santa Cruz	Vine Hill Elementary	57/75432-00-006	07/18/25	$ 3,519,650	$ -
Oakland Unified	Alameda	Glenview Elementary	57/61259-00-073	07/21/25	$ 3,983,667	$ -
Bakersfield City	Kern	Horace Mann Elementary	57/63321-00-020	07/21/25	$ 6,219,673	$ -
Kern High	Kern	Highland High	57/63529-00-014	07/21/25	$ 7,927,676	$ -
Walnut Creek Elementary	Contra Costa	Parkmead Elementary	57/61812-00-010	07/22/25	$ 3,178,976	$ -
Walnut Creek Elementary	Contra Costa	Buena Vista Elementary	57/61812-00-011	07/22/25	$ 4,254,958	$ -
Bakersfield City	Kern	Mt. Vernon Elementary	57/63321-00-021	07/22/25	$ 5,449,367	$ -
Bakersfield City	Kern	Wayside Elementary	57/63321-00-022	07/22/25	$ 5,141,505	$ -
Bakersfield City	Kern	Pioneer Drive Elementary	57/63321-00-023	07/22/25	$ 5,162,744	$ -
Bakersfield City	Kern	Washington Middle	57/63321-00-024	07/22/25	$ 5,163,696	$ -
Bakersfield City	Kern	Munsey Elementary	57/63321-00-025	07/22/25	$ 4,072,398	$ -
Bakersfield City	Kern	Roosevelt Elementary	57/63321-00-026	07/22/25	$ 4,273,405	$ -
Arcadia Unified	Los Angeles	Richard Henry Dana Middle	57/64261-00-016	07/22/25	$ 533,708	$ -
Luther Burbank	Santa Clara	Luther Burbank Elementary	57/69542-00-002	07/22/25	$ 845,463	$ -
Kern High	Kern	Shafter High	57/63529-00-015	07/23/25	$ 4,772,831	$ -
San Luis Coastal Unified	San Luis Obispo	C L Smith Elementary	57/68809-00-038	07/23/25	$ 2,756,760	$ -
Grant Elementary	Shasta	Grant Elementary	57/70003-00-003	07/23/25	$ 979,473	$ -
Bakersfield City	Kern	Fremont Elementary	57/63321-00-027	07/24/25	$ 6,411,020	$ -
Twin Rivers Unified	Sacramento	Creative Connections Arts Academy	57/76505-00-073	07/24/25	$ 322,373	$ -
Beverly Hills Unified	Los Angeles	Horace Mann Elementary	57/64311-00-011	07/25/25	$ 3,544,111	$ -
Twin Rivers Unified	Sacramento	Madison Elementary	57/76505-00-074	07/25/25	$ 711,761	$ -

SFP APPLICATIONS

Modernization Acknowledged Applications Received Past Existing Authority as of July 31, 2025

District	County	Site Name	Application Number	50-04 Date Received	Estimated State Grant (a)	Estimated Financial Hardship (b)
El Centro Elementary	Imperial	Harding Elementary	57/63123-00-016	07/28/25	$ 1,455,068	$ -
El Centro Elementary	Imperial	Wilson Jr. High	57/63123-00-017	07/28/25	$ 1,399,610	$ -
San Luis Coastal Unified	San Luis Obispo	Sinsheimer Elementary	57/68809-00-034	07/28/25	$ 3,622,173	$ -
San Luis Coastal Unified	San Luis Obispo	Hawthorne Elementary	57/68809-00-039	07/28/25	$ 3,578,414	$ -
San Luis Coastal Unified	San Luis Obispo	Del Mar Elementary	57/68809-00-040	07/28/25	$ 1,920,339	$ -
Palm Springs Unified	Riverside	Cathedral City High	57/67173-00-020	07/29/25	$ 15,189,692	$ -
San Luis Coastal Unified	San Luis Obispo	Los Osos Middle	57/68809-00-041	07/29/25	$ 3,907,228	$ -
Santa Rosa Elementary	Sonoma	Helen M. Lehman Elementary	57/70912-00-014	07/29/25	$ 2,808,698	$ -
Moorpark Unified	Ventura	Flory Academy of Sciences and Technology	57/73940-00-002	07/29/25	$ 1,553,755	$ -
San Lorenzo Valley Unified	Santa Cruz	Boulder Creek Elementary	57/69807-00-006	07/31/25	$ 884,366	$ -
Grant Elementary	Shasta	Grant Elementary	57/70003-00-004	07/31/25	$ 105,897	$ 70,598
					$ 972,788,477	$ 15,484,248
				Total amount shown does not include duplicate submittals		**$ 988,272,724**

**** This application has been identified as a duplicate submittal to a previously received application that has not yet been processed.

INFORMATION ITEM

FACILITY HARDSHIP/REHABILITATION APPROVALS WITHOUT FUNDING

As of June 25, 2025

FACILITY HARDSHIP PROGRAM CONCEPTUAL AND DESIGN APPROVALS

As of the June 25, 2025 State Allocation Board Meeting

CONCEPTUAL APPROVAL

School District	*County*	*Program*	*Application Number*	*School Site Name*	*SAB Approval Date*	*Funding Application Due Date*	*Estimated State Grant*
Camptonville Union Elementary	Yuba	Facility Hardship	58/72728-00-001*	Camptonville Elementary	2/26/2025	Not Applicable	$ 75,000
						Estimated Total Need (State Share)	$ 75,000

DESIGN APPROVAL

School District	*County*	*Program*	*Application Number*	*School Site Name*	*SAB Approval Date*	*Funding Application Due Date*	*Estimated State Grant*
Delphic Elementary	Siskiyou	Facility Hardship	58/70227-00-001**	Delphic Elementary	9/25/2024	3/25/2026	$ 1,145,853
Mountain Empire Unified	San Diego	Facility Hardship	51/68213-00-001**	Mountain Empire High	4/23/2025	10/23/2026	$ 14,278,622
						Estimated Total Need (State Share)	$ 15,424,475

Facility Hardship Program Estimated Total Need (State Share)	$ 15,499,475

*Conceptual approval was provided pursuant to SFP Regulation Section 1859.82.3(a) for non-seismic Facility Hardship projects. The School District must submit a corresponding funding application for this project within the timelines required by SFP Regulation Section 1859.82.1. Conceptual approval does not reserve bond authority.

**Design approval was provided pursuant to SFP Regulation Section 1859.82.1(f) for non-seismic Facility Hardship projects. For projects that have received design approval, the design funding amount previously approved is included in the Estimated State Grant amount.