



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: August 1, 2019

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Amari Watkins, Director, Accounting Services Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Grant

Amount

ADULT EDUCATION

Sacramento Education and Training Agency (SETA) A20-00004	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2018/19	\$282,150 No Match
7/1/19 – 6/30/20: The Workforce Innovation and Opportunity Act, Title I, Programs funds provide are to Basic Career Services to 1,594 customers including Individualized Career Services to 191 customers at Charles A. Jones Career and Education Center. Adult and Dislocated Worker participants are individuals who are not currently enrolled in public or private education, and who may or may not have completed a high school diploma; GED certificate or equivalent; or are limited in their career technical education and skills. Students participate in an intensive program with low student-to-staff ratios for personalized assistance and are provided guidance and support to meet their educational and employment goals.		

Sacramento County Office of Education A20-00005	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2018/19	\$1,202,215 No Match
7/1/19 – 12/31/20: Adult Education Block Grant. Funds apportioned for the program must be used for the following: <ul style="list-style-type: none"> • Programs in elementary and secondary basic skills. • Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation. • Programs for adults that are primarily related to entry or reentry into the workforce. • Programs for adults that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school. • Programs for adults with disabilities; programs in career technical education that are short term in nature and have high employment potential. • Programs offering pre-apprenticeship training activities. SCOE will act as fiscal agent in the distribution and monitoring of these funds pursuant to the Capital Adult Education Regional Consortium Governance and Fiscal Allocation Plans, AB 104, and Education Code §84913.		

AMERICAN INDIAN EDUCATION

US Department of Education A20-00006	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2018/19	\$35,138 No Match
7/1/19 – 6/30/20: Title VI Indian Education Formula Grant through the federal Office of Indian Education. Funding to support the academic achievement of Native American Indian students by providing after school tutoring and evening programs with an emphasis on mathematics interventions; language arts and/or writing; family literacy; exam preparation; and Native American Studies for students and families. Funding may also be used for staff professional development.		

STUDENT SUPPORT & HEALTH SERVICES

Kaiser Permanente A19-00097	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2018/19	\$50,000 No Match
<p>7/1/19 – 6/30/20: LGBTQ – Access to Mental Health Project grant will support the social, emotional and mental health needs of District students through services provided by SCUSD’s Connect Center, a centralized Student Support Center that serves as a “gateway” to critical support services for students and families in the school district. The LGBTQ - Access to Mental Health Project will focus on mental health training and supportive resources for our LGBTQ student community, their families, and district staff serving them. This project is supported by Kaiser Permanente Northern California Community Benefit Programs.</p>		

The California Endowment A20-00002	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2018/19	\$50,000 No Match
<p>7/1/19 – 6/30/20: Promoting Healthy School Environments grant will provide opportunities and resources that advance the social, emotional and physical health of District students. Funding will be used to improve the overall health and healing of Men’s and Women’s Leadership Academy (MWLA) students through yoga, meditation and writing. MWLA staff will develop lessons that allow for the students to develop a Youth Participatory Action Research project that provides data that supports health and healing for teachers and students. Additionally, funds will also support District community partners, staff, parents and students in learning about Lesbian, Gay, Bisexual, Transgender (LGBT) identities, gender and sexuality, resources to support LGBTQ student needs and “Safe Zone Trainings” for staff to examine prejudice, assumptions and privilege.</p>		

SUPERINTENDENT’S OFFICE

Dirk & Charlene Kabcenell Foundation Sierra Health Foundation Stuart Foundation A19-00099	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15,750 \$9,600 \$20,000 No Match
<p>6/1/19 – 8/31/19: Grants to support District participation in leadership development training. Funds were used to attend two summer institutes: The Harvard Public Education Leadership Project (PELP) Summer Institute and the Labor Management Initiative (LMI) Summer Institute. At the PELP institute five district and three community members from the LCAP Parent Advisory Committee focused on a strategic problem of practice focused on how to improve student achievement. By integrating both managerial and leadership best practices, the team learned how to execute a strategy to achieve excellence across the entire district, as well as establish a culture of collaboration, high expectations, and accountability for our district. The opportunity to attend the LMI institute was offered to the Superintendent, Human Resources, and two representatives of each of the District’s five labor partners. The LMI took place at the end of June and was attended by the Superintendent, two Board Members, Chief Human Resources Officer, and two representatives from four of the District’s five labor partners. The LMI institute featured panel discussions and breakout sessions on topics ranging from building collaborative cultures to leading teams. School districts shared their journeys and lessons learned, along with experts about building collaborative labor management relationships in the school settings.</p>		

YOUTH DEVELOPMENT

California Department of Education A20-00007	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$18,319 No Match
<p>7/1/19 – 9/1/19: The After School Education and Safety (ASES) Summer Reading Incentive grant will be used to purchase and distribute books to students attending summer programs.</p>		

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
Wallace-Kuhl & Associates SA20-00062	7/11/19 – Completion of Services: Provide materials testing and special inspection services during construction of a new dock-height, steel-framed building for the SCUSD Central Kitchen project.	\$134,000 Measure R Funds
<u>LEGAL SERVICES</u>		
Lozano-Smith, LLC SA20-00109	7/1/19 – 6/30/20: General counsel services and other legal services as needed.	\$2,000,000 General Funds

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

<u>ITEM</u>	<u>SITE/DEPARTMENT</u>	<u>TOTAL VALUE</u>	<u>DISPOSAL METHOD</u>
Computers, Monitors, Laptops	Hubert Bancroft Elementary	\$0.00	Salvage
Vision Light Box	Serna Center Health Services	\$0.00	Salvage

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Bill Litchfield Construction	Luther Burbank CTEIG Renovation	6/21/19
The Boldt Company	Ethel Phillips and Woodbine ES Restrooms	6/28/19
Roebbelen Contracting, Inc.	West Campus Core Academic Renovation	7/5/19



Sacramento
Employment and
Training
Agency

July 8, 2019

Dr. Susan Lytle-Gilmore, Ph.D., Director Adult Education
Sacramento City Unified School District
5451 Lemon Hill Avenue
Sacramento, CA 95824

CAT NO./CFDA: 17.258 (Adult) and 17.278 (Dislocated Worker)

Dear Dr. Gilmore:

Congratulations! Pursuant to action taken by the SETA Governing Board on June 6, 2019, Sacramento City Unified School District's subgrant number 074201SWCS(E3) has been extended until June 30, 2020. An additional \$282,150 in Workforce Innovation and Opportunity Act (WIOA), Title I, Adult and Dislocated Worker funds to provide Basic Career Services to 1,594 customers including Individualized Career Services to 191 customers.

An additional \$55,000 has been set aside for training, vendor, and supportive services. These funds have not been directly allocated to your agency. They are available for obligation and "draw down" only.

In order to proceed with the contract process, the following items must be completed and submitted to SETA's Contract Unit. These forms will be provided electronically:

- Adult Budget and Cost Allocation Plan** in the amount of \$225,720 (not including the \$44,000 reflected as set-aside in the attached budget form for scholarships, supportive and vendor services)
- Dislocated Worker Budget and Cost Allocation Plan** in the amount of \$56,430 (not including the \$11,000 reflected as set-aside in the attached budget form for scholarships, supportive and vendor services)
- Program Performance Overview (PPO)** reflecting 1,594 Basic Career Services customers, including 153 Adult Individualized Career Services customers and 38 Dislocated Worker Individualized Career Services customers

Please be advised that the following funding stipulation will be included as a Special Condition within the subgrant:

- 1. A minimum of 30 percent of all WIOA Adult and Dislocated Worker funds must be expended on providing training services.**

Time is of the essence; therefore, these documents must be completed and emailed to corey.lagbao@seta.net no later than **Wednesday, July 31, 2019**. If you have questions, please contact me at (916) 263-3838.

Sincerely,

Corey Lagbao
Workforce Development Analyst III

cc: Eileen Ramos-Prince

GOVERNING BOARD

LARRY CARR
Councilmember
City of Sacramento

PATRICK KENNEDY
Board of Supervisors
County of Sacramento

DON NOTTOLI
Board of Supervisors
County of Sacramento

SOPHIA SCHERMAN
Public Representative

JAY SCHENIRER
Councilmember
City of Sacramento

KATHY KOSSICK
Executive Director

925 Del Paso Blvd., Suite 100
Sacramento, CA 95815

Main Office
(916) 263-3800

Head Start
(916) 263-3804

Website: <http://www.seta.net>

Memorandum of Understanding (MOU) # 19-E-SC
Between
Sacramento County Office of Education (SCOE)
and
Sacramento City Unified School District

Term of Agreement – July 1, 2019 through June 30, 2022

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE) and Sacramento City Unified School District. Sacramento City Unified School District and SCOE hereby agree to the following terms of this MOU. Sacramento City Unified School District is a member of CAERC. Sacramento City Unified School District hereinafter is referred to as “CAERC Member.”

II. Background

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor’s Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB 86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013 to December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16, 2016-17 and 2017-18 State Budgets included \$500 million in new funding for seven authorized adult education program areas. On February 22, 2018, the CCCC and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2018-19 and 2019-20. AEBG Office issued preliminary allocation schedule, which included a proposed increase in funding at \$20.5 million. The AEBG Office offered the flexibility to allocate the potential new additional overall consortium amount to members in a variety of ways and based on the mutual decision. The January 2018 Governor’s Proposed Budget language refers to AEBG as the “ongoing proposition 98 General Fund”.

California Adult Education Program

On July 1, 2019, the name change came into effect from Adult Education Block Grant to California Adult Education Program (CAEP) as defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9 [84900 – 84920].

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 14 members – 11 K-12 school districts, 2 county offices of education, the Los Rios Community College District (representing 4 colleges) – and multiple regional partner agencies. For fiscal year 2019-20, a total of \$11,986,773 has been designated for the Capital Region and CAERC members.

III. Role of SCOE and CAERC Member

Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Fiscal Allocation Plans and Policies (amended January 10, 2018), AB 104, and California Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans and Policies (amended May 10, 2017). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and program information to the consortium, and learner performance data to the CAEP Office as specified in AB 104, Education Code and any associated CAEP guidelines.

Role of Both Parties

Both parties will work together to comply with CAEP reporting requirements. CAEP requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's 2019-20 Annual Plan, and adhere to the expenditure guidelines outlined in the CAEP Allowable Uses Guide.

IV. SCOE Responsibilities

As the CAERC fiscal agent, SCOE will act as the banker; and process expenses and expenditure contracts, as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2019-20 Annual Plan and Three-Year Consortium Plan for 2019-2022.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE's receipt of CAEP funds from the California Department of Education and California Community College Chancellor's Office, in accordance to Education Code 84912, CAERC members shall receive monthly payments.

2. Throughout 2017-2019 the CAEP Office has developed - in multiple phases - a new online fiscal reporting system, NOVA, through which CAERC members submit budget and expenditure information directly to the CAEP Office. SCOE will continue to provide member training and support with the reporting system. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
3. SCOE will facilitate members' reporting of program-area expenditures for their respective allocations within the consortium.
4. SCOE will compile and report to CAEP any additional qualitative and quantitative consortium-level data, as needed.
5. SCOE will carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

V. CAERC Member Responsibilities

To enable SCOE's reporting to the CAEP Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104 information necessary for the successful completion of AB104 mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC's 2019-20 Annual Plan, adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide, and follow other guidelines established by the CAEP Office. In addition, all CAERC Members will adhere to CAERC approved policies related to fiscal, program and governance procedures.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the CAEP program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

In exchange for a minimum of **\$1,202,215** CAERC Member will:

1. Submit expenditure information.
 - a. Report member expenditures into NOVA as per dates set by the CAEP Office.
 - b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in **Exhibit A, Shared Fiscal and Budget Agreement Policy**, attached and incorporated herein.
 - c. Member has until June 30 2021 to spend any reallocated funds.
 - d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the reports as required by the CAEP Office.

- e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2019-20 or the maximum set forth by the CAEP Office.
2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems and as specified by the CAEP Office.
3. Conduct professional development activities.
 - a. A minimum of \$5,000 per year is included in the CAERC Member total allocation for Fund E to cover professional development activities.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
 - b. Members may be asked to be responsible for the logistics and cost of hosting consortium meetings and professional development events at their locations.
4. Develop regional partnerships and the CAERC Network of Transition Navigators.
 - a. A minimum of \$35,000 per year is included in the CAERC Member total allocation for Fund E to cover Transition Navigator network activities and funding.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Increase K-12 Adult Education Transition to Workforce and Postsecondary.
5. Submit other data as required by AB 104 and CAEP guidelines.
6. Submit reports and questions to the CAERC Office by email: caercsubmit@scoe.net
7. Follow Annual Plan General Assurances:
 - a. Participate in planning processes (Annual Plan, Three-Year Plan).
 - b. Spend funds within the CAEP program areas.
 - c. Participate in public meetings & decision-making.
 - d. Report student data in TOPSpro Enterprise.
 - e. Share information on other resources being used to serve adults.
 - f. Share financial expenditure and progress reports with the regional consortium.
 - g. Provide services that address the needs identified in the adult education plan.

VI. Term

This MOU Agreement shall be effective July 1, 2019 and ending on June 30, 2022. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the CAEP Allowable Uses Guide or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

VII. Privacy

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

IX. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

X. Independent Agents

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

XI. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender

identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

XIII. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Al Rogers, Deputy Superintendent
Sacramento County Office of Education

CAERC Member
Sacramento City Unified School District

Signature

Signature

Date

Date

Authorized Sacramento City Unified School
District Representative

Jorge A. Aguilar
Superintendent

Date

Shared Fiscal and Budget Agreement Policy
(Adopted July 13, 2016, Amended January 10, 2018)

Shared Fiscal Agreement

- a) Fund A (2015-16 allocation): Members will spend funds by December 2016.
- b) Fund B: Members will spend funds by December 2017.
- c) Fund C and subsequent annual apportionment: Members will spend funds within 18 months of the start of the fiscal cycle of the year it was first allocated.

Shared Budget Agreement

- d) CAERC Budget Workgroup meetings are mandatory for members. *(Minimum one representative; Fiscal representatives are recommended to attend with program leads.)*
- e) For each AEBG fund, members will submit a budget and spending plan approved and signed by an officially-designated member, a fiscal representative, and a district representative. Member will submit budget and spending plan prior to the start of fiscal year (June) and biannual (December).
- f) Consortium will review and monitor member expenditure progress based on submitted AEBG expenditure and progress reports and updates provided at the CAERC Budget Workgroup meetings.

Progressive Permanent Reallocation

- g) **First time:** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - Unspent funds will return back to the consortium to be reallocated and member will be held harmless.
- h) **Second time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be **reallocated.**
 - b. The member's future consortium allocation will be **reduced by 10% permanently.**
 - i. Members must be in "good standing" to be eligible for additional new AEBG funds (e.g., additional Data and Accountability funds and unspent funds from other AEBG consortia reallocated to consortia that have spent down).
 - ii. All Members will be eligible for Cost of Living Adjustment- COLA.

Shared Fiscal and Budget Agreement Policy (continued)

- i) **Third time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be **reallocated.**
 - b. The member's future consortium allocation will be **progressively reduced by an additional 10% permanently.**

- j) **Subsequent times:**
 - a. Unspent funds will be **reallocated.**
 - b. The member's consortium allocation will be **progressively reduced by an additional 10% permanently.**

- k) If additional new funds are available, member can petition to be reinstated after being in "good standing – spent consortium allocation within designated year" minimum of 2 consecutive years.

Reallocation of Unspent Funds Policy
(Adopted November 4, 2016, Amended May 10, 2017)

The Capital Adult Education Regional Consortium (CAERC) will take a dual-tiered approach to reallocate unspent funds:

Tier 1: Consortium-Level Unspent Funds

1. Identify funded strategies that can benefit from an increased allocation and reallocate unspent funds.
2. Identify unfunded strategies that can be funded and reallocate unspent funds.
3. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).

Tier 2: Remaining Consortium-Level Unspent Funds and Member-Level Unspent Funds

1. Members who have spent down 100% of their consortium allocation (*e.g., Fund A 2015-16, Fund B 2016-17, Fund C 2017-18*) will be eligible for the reallocation funds.
2. Eligible members may opt in or opt out of accepting reallocation funds.
3. Distribution will be based on CAERC's 2015-16 allocation funding formula in proportionate to percentage received with the number of members who opt in.
4. Opt in members can elect to accept funds in full amount or partial amount based on CAERC's 2015-16 allocation funding formula.
5. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).
6. The consortium will not distribute reallocation funds until all unspent funds are returned.
7. Members must return unspent funds within 30 days of notice.
8. Members who have not returned unspent funds will have all future allocations withheld by the consortium.

CAERC Budget Voting Requirements Policy
(Adopted September, 7, 2016, Amended May 10, 2017)

A recommendation from the Budget Workgroup followed by a vote from the officially-designated members is required under the following conditions:

- *CAERC consortium-level expenditures exceeding 10% of the approved budget for objectives over \$100,000.*
- *CAERC consortium-level expenditures over \$10,000 with a minimum of \$5,000 for objectives less than \$100,000.*
- *A Request for Bids (RFB) is required for consortium-level expenditures exceeding \$100,000.*

Consortium Regional Staff Policy
(Adopted May 4, 2016)

Staff Positions

The Consortium Regional Staff is inclusive of the following positions to support the consortium regional work:

- Director (1)
- Coordinator (1)
- Administrative Assistant (1)
- Fiscal Agent

Hiring

Representation of the consortium membership is essential during the hiring of the consortium staff. To ensure this, the interview panel for the hiring of the consortium Director position will consist of:

- Minimum of one Leadership Oversight Panel member;
- CAERC Co-chairs (one representing Los Rios Community College District and one representing K-12 districts/county office of education); and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.

The interview panel for the hiring of other consortium staff positions will consist of:

- Minimum of one CAERC Co-chair (1 representing Los Rios Community College District or 1 representing K-12 districts/county office of education);
- Consortium Director; and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.



**US Department of Education
Washington, D.C. 20202**

S060A190737

GRANT AWARD NOTIFICATION

1 RECIPIENT NAME Sacramento City USD PO BOX 246870 5735 47TH AVE Sacramento, CA 95824	2 AWARD INFORMATION PR/AWARD NUMBER S060A190737 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Formula																				
3 PROJECT STAFF RECIPIENT STATE DIRECTOR Marcus Strother <u>Marcus-</u> <u>Strother@scusd.edu</u> EDUCATION PROGRAM CONTACT Kimberly A Smith (202) 453-6459 <u>kimberly.smith@ed.gov</u> EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 <u>edcaps.user@ed.gov</u>	4 PROJECT DESCRIPTION 84.060A Indian Education Formula Grants to LEAs																				
5 KEY PERSONNEL N/A																					
6 AWARD PERIODS BUDGET PERIOD 07/01/2019 - 06/30/2020 FEDERAL FUNDING PERIOD 07/01/2019 - 06/30/2020 FUTURE BUDGET PERIODS N/A																					
7 AUTHORIZED FUNDING CURRENT AWARD AMOUNT \$35,138.00 PREVIOUS CUMULATIVE AMOUNT \$0.00 CUMULATIVE AMOUNT \$35,138.00																					
8 ADMINISTRATIVE INFORMATION DUNS/SSN 060697109 REGULATIONS CFR PART Not Available EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS 1, 3, 8, 9, 11, 12, 13, 14, E-3, E4, E5, OIE - N																					
9 LEGISLATIVE AND FISCAL DATA AUTHORITY: PL PL 107-110 VII ESEA AS AMENDED BY THE NO CHILD LEFT BEHIND ACT OF 2001 PROGRAM TITLE: INDIAN EDUCATION - GRANTS TO LOCAL EDUCATIONAL AGENCIES CFDA/SUBPROGRAM NO: 84.060A <table border="1"> <thead> <tr> <th>FUND CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>ORG. CODE</th> <th>CATEGORY</th> <th>LIMITATION</th> <th>ACTIVITY</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0101A</td> <td>2019</td> <td>2019</td> <td>ES000000</td> <td>B</td> <td>E10</td> <td>000</td> <td>060</td> <td>4101A</td> <td>\$35,138.00</td> </tr> </tbody> </table>		FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0101A	2019	2019	ES000000	B	E10	000	060	4101A	\$35,138.00
FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT												
0101A	2019	2019	ES000000	B	E10	000	060	4101A	\$35,138.00												



US Department of Education
Washington, D.C. 20202

S060A190737

GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: S060A190737
RECIPIENT NAME: Sacramento City USD

TERMS AND CONDITIONS

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

- 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
- 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

- (2) This grant award is subject to the terms and conditions (if any) identified in Attachment T.
- (3) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.

- (4) The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified in Block 1 of this GAN applies to this grant award.

- (5) THE FOLLOWING ITEMS ARE INCORPORATED INTO THE GRANT AGREEMENT:
 - 1. THE RECIPIENT'S APPROVED APPLICATION.
 - 2. THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS - - - 34 CFR 75, 77, 79, 81, 82, 84, 97, 98 AND 99 and the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CFR Part 80 as adopted and amended as regulations of the Department in 2 CFR Part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 as adopted and amended in 2 CFR Part 3474.
 - 3. THE BUDGET PERIOD FOR THIS AWARD IS 12 MONTHS. ALL ALLOWABLE COSTS MUST BE INCURRED WITHIN THIS PERIOD. CARRYOVER OF FUNDS ARE NOT AUTHORIZED.
 - 4. UNDER SECTION 75.261(c) OF EDGAR, THE DEPARTMENT REQUIRES PRIOR APPROVAL FOR EXTENSION OF THE FUNDING PERIOD SPECIFIED IN BLOCK 6 ACCORDING TO THE PROCEDURES SPECIFIED IN SECTION 75.261(c).

REMINDER: PAYMENT OF GRANT FUNDS WILL BE BY DIRECT DEPOSIT TO THE RECIPIENT'S FINANCIAL INSTITUTION AND ONLY UPON THE RECIPIENT'S REQUEST. OTHER INFORMATION AFFECTING THIS ACTION IS PROVIDED IN THE ATTACHMENTS SHOWN IN BLOCK 8.



**US Department of Education
Washington, D.C. 20202**

S060A190737

GRANT AWARD NOTIFICATION

**Frank Brogan
Assistant Secretary**

07/09/2019

AUTHORIZING OFFICIAL

DATE

6/06/2019

DiAnne Brown
LGBTQ - Access to Mental Health Project
Sacramento City Unified School District
5735 47th Ave
Sacramento California 95824

Re: Grant Award Letter for Grant Number 8002

Dear Ms. Brown:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$50,000.00 has been awarded to Sacramento City Unified School District ("Grantee"). The purpose of these funds is to support the LGBTQ - Access to Mental Health Project (the "Grant").

Kaiser Permanente has a 65-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period and Reporting

The Grant period (or term of the Grant) is: July 1, 2019 to June 30, 2020. A mid-year report is due on December 13, 2019 and a final report is due on July 31, 2020. Instructions for submitting reports will be provided prior to deadlines dates.

Documents to Sign and Send Back

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant. In order to receive your payment, **please sign and return this award letter and the attached Grant Agreement promptly. Email both signed documents to:**

Taylor Azevedo
Kaiser Permanente, Community Benefit Programs
taylor.a.azevedo@kp.org

If you have questions or require additional information, please contact your grant manager, **Brian Heller de Leon** at **Brian.C.Heller-de-Leon@kp.org**.

Sincerely,



Michelle Odell
Public Affairs Director

6/06/2019

Date

ACCEPTED AND AGREED

Jorge Aguilar
Superintendent

Date

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 8002, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: *"The project is supported by Kaiser Permanente Northern California Community Benefit Programs."*

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

10. Independent Contractors

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of


**Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -**

the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

KFH:

Kaiser Foundation Hospitals
South Sacramento

By: 

Michelle Odell

Title: Public Affairs Director

Date: 6/06/2019

Grantee:

Sacramento City Unified School District

By: _____
Jorge Aguilar

Title: Superintendent

Date: _____

Kaiser Foundation Hospitals, Northern California Region
– Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.*** You can also find this text on our grantee website at about.kaiserpermanente.org/community-health/communities-we-serve/northern-california-community/grants.

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

Kaiser Permanente's community involvement uniquely pairs grant funding with 65 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded Sacramento City Unified School District a grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit about.kaiserpermanente.org/community-health.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

Free online training resources. At about.kaiserpermanente.org/community-health/communities-we-serve/northern-california-community/grants you will find a "story capture sheet" and storytelling tips. This special website for our grantees has many other useful resources, including trainings and resource lists on storytelling, messaging, social media, and more.

THE CALIFORNIA ENDOWMENT
PROGRAM SUPPORT GRANT AGREEMENT

Sacramento City Unified School District

EIN 946002491

Grant Number 20194626

This Program Support Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

I. GRANTEE’S STATUS

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

To support health-promoting educational environments and provide opportunities and resources that advance the social, emotional and physical health of students in Sacramento.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

While the grant is restricted for use for the purposes described in this Agreement, the Agreement and the award of grant funds shall not be deemed to be contingent or conditioned upon the accomplishment of any specific or measurable barrier, unless the condition is specifically identified in this Section II.

III. EXPECTED OUTCOMES OF GRANT

1. Men’s and Women’s Leadership Academy (MWLA) Students will have designed strategies that will improve their overall health and healing i.e. Yoga, Meditation and Writing:
 - a) Our MWLA Facilitators will give a pre-and-post health and healing assessment that will be developed in partnership with the Campaign for Black Male Achievement;

2. MWLA Staff will develop lessons that allow for the students to develop a Youth Participatory Action Research project that provides data that supports health and healing for teachers and students:
 - a) The final report will be shared at a District Board meeting.

3. Sacramento City Unified School District (SCUSD) community partners, parents, and students will learn about Lesbian, Gay, Bisexual, Transgender (LGBT) identities, gender and sexuality, and resources to support LGBTQ student needs:
 - a) Connect Center staff will connect LGBTQ students in need of support to mental health services and provide health access and health navigation to other LGBTQ-specific services within the school district and/or the larger community;
 - b) Over 30 LGBTQ students per grant year requiring supportive resources will be referred to the Connect Center for support services (e.g. mentoring/short term counseling) and will be connected to supportive resources in the school district and/or the larger community;
 - c) Over 250 district and community professionals will attend the No Time to Lose Conference and over 30 students will attend the Be Brave/ Be You Conference.

4. SCUSD staff will learn about LGBTQ+ identities, gender and sexuality, and examine prejudice, assumptions, and privilege through Safe Zone Trainings:
 - a) Five Safe Zone trainings will be provided to SCUSD staff per academic year;
 - b) SCUSD will train at least 250 school district staff, interns and community members on LGBTQ+ identities, gender and sexuality, and examine prejudice, assumptions, and privilege.

IV. **AMOUNT OF GRANT**

\$100,000.00, payable as follows.

Index	Payment Amount	Scheduled Date
1	\$50,000.00	July 11, 2019
2	\$50,000.00	July 31, 2020

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. **PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from July 01, 2019 to June 30, 2021, unless otherwise agreed upon in writing by The Endowment.

VI. **TERMS AND CONDITIONS OF GRANT**

Grantee agrees that the grant is subject to the following conditions:

- A. Expenditure of Grant Funds.

1. **Use of Funds.** Grantee must spend the grant funds only for the purposes described above.
 2. **Prohibited Uses.** Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempting, to influence legislation, provided that this Section shall not prohibit the use of grant funds for any communication that constitutes nonpartisan analysis, study, or research, or a response to a written request for technical assistance from a government body, as defined in Section 4945 of the Code and regulations thereunder,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
 3. **Payment of Funds to Related Parties of The Endowment.** No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- B. Return of Funds.** Grantee shall return to The Endowment any grant funds under the following conditions:
1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits.** Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee’s books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment’s review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee’s books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports.** Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

Index	Report Type	Due Date
1	Interim Progress Report	July 31, 2020
2	Final Report	July 31, 2021

- E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- F. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- G. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- K. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- L. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee. Grantee shall ensure that every subgrantee, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.
- N. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

- O. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- P. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- Q. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- R. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- S. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

“THE ENDOWMENT”

“GRANTEE”

THE CALIFORNIA ENDOWMENT,
a California nonprofit public benefit corporation.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: 
BCA4FFD699E94C7...

By: _____

Name: Anthony Iton, M.D.

Name: Jorge Aguilar

Title: Senior Vice President

Title: Superintendent

Date: 7/3/2019 | 11:57 AM PDT

Date: _____



Payment Form

The California Endowment issues electronic payments via an ACH credit directly to your bank account. In order to process your payment, please enter your Bank Name, nine-digit ACH Bank Routing Number and Bank Account Number in the fields below. Please note that any inaccurate information entered may result in a delayed ACH payment or payment by check.

Please note that fees of \$0.10-\$0.20 cents may be imposed by your bank for each ACH transaction. Please refer to your bank representative for details.

If you prefer not to receive payment electronically, please enter "N/A" in the fields, and The Endowment will issue a paper check that will be mailed via US post.

Grantee Organization Name	Sacramento City Unified School District
Project Title and File Number	Supporting Educational Environments That Promote Health 20194626
Grantee Organization Address	5735 47th Avenue, Sacramento, CA, United States, CA - 95824
Payee Organization Name	Sacramento City Unified School District
Bank Name	N/A
ACH Bank Routing Number	N/A
Bank Account Number	N/A
Confirm Bank Account Number	N/A
Name of Authorized Person Providing Banking Information	N/A
Title of Authorized Person Providing Banking Information	N/A
Phone Number for Authorized Person Providing Banking Information	N/A
Contact email address (we will send an email confirmation once the ACH is processed)	N/A

By signing this form, I confirm that the above bank information is accurate and that I authorize The California Endowment to issue an ACH credit to the above named account:



I further acknowledge that *The California Endowment cannot be held liable for lost funds due to incorrect bank information provided. A funds transfer from The California Endowment's bank to a submitted incorrect bank account will require any future distributions to be in paper check form only.*

Signed by:

Title: Superintendent

A blue DocuSign signature icon consisting of a square frame with the letters "DS" in the top right corner and the initials "mc" in the center.



Monitoring Form

Sacramento City Unified School District

5735 47th Avenue, Sacramento, CA, United States, CA - 95824

Project Title and File Number: Supporting Educational Environments That Promote Health 20194626

The California Endowment uses online submission of monitoring reports for grantees. Upon receipt of this completed form and your signed Grant Agreement, we will establish an online account for you. Only one accountholder per grant is allowed. Thereafter, you will be able to log into that account, establish a permanent password, view reporting requirements and submit reports.

Should you have any questions, please contact tcegrantreports@calendow.org

Reporting Contact – person responsible for submitting reports

Name:

Title:

Phone number:

Fax number:

Email address:

Organization website:



6/11/2019

Mr. Jorge A. Aguilar
Superintendent
Sacramento City Unified School District
Attn: Accounting Services
5735 47th Avenue, Serna Center, 2nd Floor, Box 802
Sacramento, CA 95824

Dear Mr. Aguilar:

We are pleased to award your organization, Sacramento City Unified School District, a grant in the amount of \$15,750.00 from The Dirk and Charlene Kabcenell Foundation, a supporting foundation of the Silicon Valley Community Foundation. This grant is for attendance by SCUSD superintendent and members of the school board, senior staff, and/or Parent Advisory Council at the Public Education Leadership Project Summer Institute offered by the Harvard Business School and Graduate School of Education.

For donor recognition, we wish to be acknowledged as "Derry and Charlene Kabcenell."

Any materials you wish to send to the donor should be sent to:

Charlene and Derry Kabcenell
4900 Alpine Road
Portola Valley, CA 94028-8036

Please note that by cashing the enclosed check, you are certifying to The Dirk and Charlene Kabcenell Foundation that your organization is, or is the equivalent of, a duly recognized charitable organization under Section 501(c)(3) of the Internal Revenue code. No goods or services may be provided. All benefits are refused.

We wish you every success in the ongoing work of your organization.

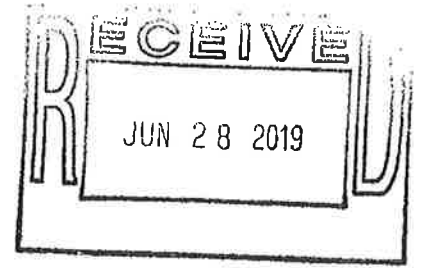
Sincerely,

Charlene C. Kabcenell
President

Grant #: 2019-202495(4362)



SIERRA HEALTH
FOUNDATION



June 25, 2019

Mr. Dave Gordon, Superintendent
Sacramento County Office of Education
PO Box 269003
Sacramento, CA 95826

*\$ 9,600
expected
per P. Gordon
Blower*

RE: Funding for Sacramento City Unified School District Labor Partners

Dear Mr. Gordon,

This letter will serve as written notification that your request for funding for the Sacramento City Unified School District Labor Partners to Participate in Labor Management Initiative Summer Institute has been approved.

Please feel free to contact me directly should you have additional questions.

Sincerely,

Chet P. Hewitt
President and CEO, Sierra Health Foundation

CPH/dp

Stuart Foundation GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by Sacramento City Unified School District (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee's authorized representative and a signed agreement is received by the Foundation.

I. GRANTEE IDENTIFICATION

Grantee: Sacramento City Unified School District
Grant Number: 2019-3294

II. GRANT TERMS

Total Grant Amount: \$20,000
Grant Period: 6/1/2019 - 8/31/2019
Grant Purpose: to support the participation of Sacramento City Unified School District Parent Action Committee members in leadership development training

III. GRANTEE REPORTING REQUIREMENTS

Schedule of Reporting Requirements:

Due Date	Report Type	Notes
September 30, 2019	Final Narrative & Financial	N/A

All forms and instructions can be downloaded at www.stuartfoundation.org from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation's website. Grantee is responsible for following the report requirements in effect at the time any required report is made. ***The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements.***

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.

IV. OBJECTIVES

1. Attend the Harvard Public Education Leadership Project (PELP) Summer Institute in July 2019 with a district team including four representatives from the Local Control Accountability Plan Parent Advisory Committee to build capacity to integrate parent and community voice around budget decision making and monitoring.

2. Attend Labor Management Initiative Summer Institute to strengthen labor-management relationships or other leadership development activities that strengthen a collaborative culture in the district.

V. IRS DETERMINATION

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

VI. GRANTEE'S FINANCIAL RESPONSIBILITIES

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4) years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.

VII. EXPENDITURE OF GRANT FUNDS

The Grant is to be used for the purpose(s) stated in this Grant Agreement and attached budget. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the approved attached budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

Any references in Grantee's proposed budget to specific named third parties who are projected to receive grants, service fees, or other payments from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms of their agreements with or engagements by Grantee (including the amounts of grants or fees) is within Grantee's discretion and control.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to

influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

IX. CHANGES IN GRANTEE OPERATIONS

The Grantee agrees to promptly advise the Foundation about any of the following:

- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

X. USE OF SUBGRANTEES

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Program Officer at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

XII. INTELLECTUAL PROPERTY

All right, title and interest in and to any materials, inventions or works and any patents, trademarks, copyrights or other intellectual property rights associated therewith created by the Grantee pursuant to this grant shall be owned by the Grantee. The Grantee, however, shall grant to the Foundation an irrevocable, nonexclusive, royalty free, worldwide license to copy, publish, reproduce, create derivative works, publicly perform, display, distribute directly or indirectly, or otherwise practice such inventions, works or materials pursuant to the Grantee's intellectual property rights for the Foundation's charitable, non-commercial purposes. The Grantee further shall grant to the Foundation the right to grant sublicenses under such intellectual property rights in furtherance of the Foundation's charitable, non-commercial purposes.

XIII. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall defend, indemnify and hold the Foundation, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of Grantee's negligence or that of its agents, Grantee's breach of duties under the Grant Agreement, or Grantee's performance under this Grant Agreement.

The Foundation shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the Foundation's negligence or that of its agents, Foundation's breach of duties under the Grant Agreement, or Foundation's performance under this Grant Agreement.

XIV. REMEDIES

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

XV. LIMITATION

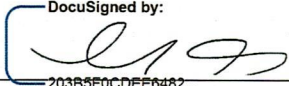
This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support to the Grantee for the purposes of this Grant or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

XVI. WARRANTY

The Grantee expressly warrants that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further warrants that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.

XVII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By: 

Sophie Fanelli
President, Stuart Foundation

Date: 6/17/2019

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

Accepted on behalf of Sacramento City Unified School District

By: 

Signature of Authorized Officer, Director or Trustee

Name: Jorge Aguilar

Title: Superintendent

Date: 6/19/19

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
				18	23939	67439	BK		
Attention Expanded Learning Coordinator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY		
Program Office Expanded Learning Office				Resource Code	Revenue Object Code	34			
Telephone 916-643-9000				6010	8590	INDEX			
Name of Grant Program After School Education and Safety—Summer Reading Incentive							0150		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date			
	\$18,319.40		\$18,319.40		06/01/2019	09/01/2019			
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency			
<p>I am pleased to inform you that you have been funded for the After School Education and Safety—Summer Reading Incentive grant program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>See the back, page 2, to view grant conditions.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>									
California Department of Education Contact Veronica Maestas					Job Title Associate Governmental Program Analyst				
Email Address vmaestas@cde.ca.gov					Telephone 916-319-0540				
Signature of the State Superintendent of Public Instruction or Designee ▶ 					Date June 26, 2019				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS									
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>									
Printed Name of Authorized Agent Jorge A. Aguilar					Title Superintendent				
Email Address superintendent@scusd.edu					Telephone 916-643-9010				
Signature ▶ 					Date 7/2/19				

SERVICES AGREEMENT

Date: July 11, 2019 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Wallace Kuhl & Associates (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Provide materials testing and special inspection services during the construction of a new dock-height, steel-framed building for the Central Kitchen project per proposal dated May 30, 2019 (Exhibit B). Scope of work includes special inspection and testing of earthwork, foundations, reinforced concrete, post-installed anchors, and structural steel welding and bolting as scheduled by the Project Inspector as well as preparation and transmittal of findings and test results.

ARTICLE 2. TERM.

This Agreement shall commence on July 11, 2019, and continue through completion of services, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The

term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees per attached Schedule of Fees (Exhibit C) apply and District will be billed only for work actually performed. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Thirty-Four Thousand Dollars (\$134,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Bozeman, Construction Manager, Sacramento City Unified School District, 425 1st Avenue, Sacramento, California 95818.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any

insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Jessica Sulli, Contracts

Contractor:
Wallace Kuhl & Associates
3050 Industrial Blvd
West Sacramento, CA 95691
Attn: David Redford, PE

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.



ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

WALLACE KUHL & ASSOCIATES

By: _____
Jorge A. Aguilar
Superintendent

By: _____

David A. Redford, PE
Senior Engineer

Date

7/18/19
Date

EXHIBIT A

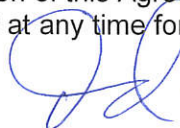
CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.



David A. Redford, PE
Senior Engineer



Date

May 30, 2019

Access & FLS Only Project
DSA App. 02-116513
LEA No. 116
DIR No. 1000006168, exp. 6/30/20**STOCKTON OFFICE**
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 faxMr. Jeff Bozeman
Sacramento City Unified School District
Via email to: jeff-bozeman@scusd.edu*Materials Testing and Special Inspection Services Proposal***SCUSD NEW CENTRAL KITCHEN – INCREMENT 2**3101 Redding Avenue
Sacramento, California

Wallace-Kuhl and Associates is pleased to submit this proposal to provide materials testing and special inspection services during construction of a new dock-height, steel-framed building at the SCUSD Central Kitchen site. We understand the project is under DSA jurisdiction for access and FLS only. We will provide the level of testing and inspection required by the California Building Code for similar commercial buildings in the Sacramento area. The project includes demolition of existing structures, construction of a dock-height building pad, and removal and replacement of a substantial amount of AC and concrete pavement.

Our budget estimate is based on review of the project documents, discussions with project personnel, and our experience with similar projects. We understand our scope of work would include special inspection and testing of earthwork, foundations, reinforced concrete, post-installed anchors, and structural steel welding and bolting as scheduled by the Project Inspector. We would also prepare and transmit documentation of our findings and test results.

Based on our experience, we estimate that our fee for the services described above for this project would be approximately \$134,000. Attached is our estimated cost breakdown; *however, we will bill only for work actually performed on your project.* Billing will be determined using the attached 2019P Schedule of Fees; as usual for SCUSD projects we will not charge for mileage.

Please be aware that a construction schedule was not available at the time this proposal was prepared. We have had to estimate the number of site visits that will be required for the required special inspections and materials testing. We bill for our hourly services on a portal-to-portal basis from our nearest office. Also, the actual construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector and the general contractor to perform our work in a timely and efficient manner.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representatives will not act as supervisor of construction, nor will they direct construction operations.

Materials Testing and Special Inspection Services Proposal
SCUSD NEW CENTRAL KITCHEN – INCREMENT 2
Sacramento, California
May 30, 2019

Page 2

The various sub-contractors should be informed that neither the presence of our representatives nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please issue the appropriate SCUSD documentation as our written authorization to proceed.

Please contact me with any questions or comments.

Wallace Kuhl & Associates



David A. Redford, PE
Senior Engineer, CA CE 51122, expires 9/30/19

Attachments: Budget Estimate
Schedule of Fees 2019P



Budget Estimate
SCUSD CENTRAL KITCHEN - INCREMENT 2
 Sacramento, California
 Page 1

	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
SOILS TESTING AND INSPECTION					
Building Pad Engineered Fill Inspection/Testing	hour	\$ 110.00	15	6	\$ 9,900.00
Shallow Foundation Inspection	hour	\$ 110.00	8	3	\$ 2,640.00
Utility Trench Backfill Testing	hour	\$ 110.00	25	4	\$ 11,000.00
Flatwork Subgrade Inspection/Testing	hour	\$ 110.00	10	3	\$ 3,300.00
Flatwork Aggregate Base Inspection/Testing	hour	\$ 110.00	10	3	\$ 3,300.00
Pavement Subgrade Inspection/Testing	hour	\$ 110.00	20	4	\$ 8,800.00
Pavement Aggregate Base Inspection/Testing	hour	\$ 110.00	10	3	\$ 3,300.00
Off-site Utility & Pavement Earthwork	hour	\$ 110.00	10	4	\$ 4,400.00
Laboratory Testing ASTM D1557 Curve	each	\$ 240.00	n/a	4	\$ 960.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Project Related Meetings	hour	\$ 110.00	2	2	\$ 440.00
Supervising Technician	hour	\$ 110.00	5	1	\$ 550.00
Senior Engineer	hour	\$ 180.00	15	1	\$ 2,700.00
Mileage	Mile	\$ 0.75	0	0	\$ -
SOILS TOTAL					\$ 51,290.00
CONCRETE TESTING AND INSPECTION					
Concrete Mix Design Review by Senior Engineer	each	\$ 180.00	2	2	\$ 720.00
Concrete Placement T&I					
Continuous and Spread Footings	hour	\$ 105.00	15	5	\$ 7,875.00
Retaining Walls	hour	\$ 105.00	15	5	\$ 7,875.00
Slab-on-Grade	hour	\$ 105.00	8	6	\$ 5,040.00
Miscellaneous	hour	\$ 105.00	10	4	\$ 4,200.00
Retrieve Test Samples	hour	\$ 105.00	35	1	\$ 3,675.00
Laboratory Testing					
Concrete Test Cylinders - 60 sets of 4	each	\$ 25.00	n/a	240	\$ 6,000.00
CONCRETE TOTAL					\$ 35,385.00
POST-INSTALLED CONCRETE ANCHORS TESTING AND INSPECTION					
Concrete Anchor Proof Load Testing	hour	\$ 135.00	5	4	\$ 2,700.00
Concrete Anchor Torque Testing	hour	\$ 110.00	5	4	\$ 2,200.00
ANCHOR TOTAL					\$ 4,900.00
FIRESTOPPING					
Firestopping Special Inspection (if not performed by PI)	hour	\$ 110.00	10	3	\$ 3,300.00
FIRESTOPPING TOTAL					\$ 3,300.00
STRUCTURAL STEEL TESTING AND INSPECTION					
Shop Welding Inspection (assuming local fabricator)	hour	\$ 110.00	25	5	\$ 13,750.00
Field Welding and Bolting Inspection	hour	\$ 110.00	40	5	\$ 22,000.00
STRUCTURAL STEEL TOTAL					\$ 35,750.00



Budget Estimate
SCUSD CENTRAL KITCHEN - INCREMENT 2
 Sacramento, California
 Page 2

	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Project Administration	hour	\$ 110.00	12	1	\$ 1,320.00
Senior Engineer - Report Review / DSA Documentation	hour	\$ 180.00	12	1	\$ 2,160.00
Mileage	Mile	\$ 0.75	0	0	\$ -
PROJECT ADMINISTRATION TOTAL					\$ 3,480.00
PROJECT TOTAL					\$134,105.00

We assume the Project Inspector will inspect rebar placement.



PROFESSIONAL SERVICES**PROFESSIONAL SERVICES**

Principal Engineer / Geologist	\$180.00	per hour
Senior Engineer / Geologist	\$180.00	per hour
Senior Environmental Scientist	\$180.00	per hour
Project Engineer / Geologist	\$150.00	per hour
Project Environmental Scientist	\$150.00	per hour
Senior Staff Engineer / Geologist	\$140.00	per hour
Senior Staff Environmental Scientist	\$140.00	per hour
Staff Engineer / Geologist	\$135.00	per hour
Staff Environmental Scientist	\$135.00	per hour
Senior Environmental Technician	\$110.00	per hour
Senior / Supervising Technician	\$110.00	per hour
Draftsperson / GIS Technician	\$105.00	per hour
Administrative Assistant	\$80.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$180.00	per hour
Thermal Resistivity Testing	\$180.00	per hour
Electrical Resistivity Survey	\$180.00	per hour
Hand Augering/Sampling - Engineer	\$165.00	per hour
Photoionization Detector	\$180.00	per hour
Rebar Location / GPR	\$300.00	per hour

LITIGATION

Data Review/Consultation	\$260.00	per hour
Depositions/Expert Witness Testimony	\$375.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$70.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$25.00	each
Color photography versions	\$35.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$135.00 /hr.
Batch Plant Inspection	\$105.00 /hr.
CaCl Moisture Emission Test Kit	\$35.00 /kit
CaCl Moisture Emission Testing	\$100.00 /hr.
CLSM/CDF/Slurry Testing	\$100.00 /hr.
Concrete Mix Design Review	\$180.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$105.00 /hr.
Concrete Rebound Number Testing	\$135.00 /hr.
Concrete Trial Batch	\$105.00 /hr.
Floor Flatness Testing	\$135.00 /hr.
High Strength Grout Sampling / Testing	\$105.00 /hr.
Rebar / Post Tension Special Inspection	\$110.00 /hr.
Rebar Location / GPR	\$300.00 /hr.
Rebar Location / Pachometer	\$135.00 /hr.
Rebar Placement Inspection	\$110.00 /hr.
Reinforcing Steel Sampling/Tagging	\$105.00 /hr.
Relative Humidity Testing	\$135.00 /hr.
Shotcrete Special Inspection	\$105.00 /hr.
Transport Cylinders / Samples to Lab	\$105.00 /hr.

CORING

Coring (Technician + equipment)	\$135.00 /hr.
Coring (Technician assistant)	\$105.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$105.00 /hr.
Concrete Anchor Proof Load Testing	\$135.00 /hr.
Concrete Anchor Torque Testing	\$110.00 /hr.
Suspended Ceiling Inspection / Testing	\$135.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$105.00 /hr.
High Strength Bolt Special Inspection	\$110.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$120.00 /hr.
Tower Certified Special Inspector	\$135.00 /hr.
Welding Special Inspection - Field	\$110.00 /hr.
Welding Special Inspection - Shop	\$110.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$160.00 /hr.
In-Place Masonry Shear Testing	\$135.00 /hr.
Masonry Materials Sampling / Testing	\$105.00 /hr.
Masonry Special Inspection	\$105.00 /hr.
Masonry Special Inspection DSA Cert.	\$115.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$110.00 /hr.
Asphalt Concrete Materials Sampling	\$110.00 /hr.
Building Pad Special Inspection / Testing	\$110.00 /hr.
Deep Foundation Inspection	\$110.00 /hr.
Flatwork AB Inspection / Testing	\$110.00 /hr.
Flatwork Subgrade Inspection / Testing	\$110.00 /hr.
Grading Inspection / Testing	\$110.00 /hr.
Hand Augering and Sampling	\$140.00 /hr.
Pavement AB Inspection / Testing	\$110.00 /hr.
Pavement Subgrade Inspection / Testing	\$110.00 /hr.
Proof Rolling Observation	\$110.00 /hr.
Shallow Foundation Inspection	\$110.00 /hr.
Slab Subgrade Soil Moisture Tests	\$110.00 /hr.
Soil / Aggregate Sampling	\$110.00 /hr.
Soil Treatment Testing / Observation	\$110.00 /hr.
Structure Backfill Inspection / Testing	\$110.00 /hr.
Subgrade Stabilization Observation	\$110.00 /hr.
Utility Trench Backfill Testing	\$110.00 /hr.
WKA Drill Rig (including operator)	\$295.00 /hr.
WKA Drill Rig (helper)	\$110.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$140.00 /hr.
Crack Monitoring	**
Epoxy / FRP Installation Inspection	\$105.00 /hr.
Existing Building Evaluation / Demo	\$105.00 /hr.
Existing Building Evaluation / Document	\$105.00 /hr.
Existing Building Evaluation / Repair	\$105.00 /hr.
Field Investigate Support	\$105.00 /hr.
Firestopping Inspection	\$120.00 /hr.
GFRC Inspection / Testing	\$105.00 /hr.
Glulam / Truss Fabrication Inspection	\$105.00 /hr.
Glulam / Truss Inspection Travel	\$80.00 /hr.
Megger Ground Testing	\$135.00 /hr.
Prestress Framing Installation	\$105.00 /hr.
Proto Wall Inspection / Testing	\$105.00 /hr.
Roofing Inspection	\$105.00 /hr.
Shear Nailing Inspection	\$105.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$140.00 /hr.
Thickness Testing - Coating / Steel	\$135.00 /hr.
Timber Framing / Hardware Inspection	\$105.00 /hr.
Timber-in-Structure Inspection	\$125.00 /hr.
Vapor Barrier Inspection	\$105.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing schedule
 ** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:
 a) Single trip pickup and delivery services, where a one hour minimum will apply.
 b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$155.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$55.00	each
Compaction Characteristics	ASTM D698	\$250.00	each
Compaction Characteristics	ASTM D1557	\$250.00	each
Compaction Characteristics	CTM 216	\$250.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$460.00	each
Consolidation (additional loads)	ASTM D2435	\$55.00	each
Expansion Index	ASTM D4829	\$185.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$405.00	each
Lime-Treated Unconfined Compression	CTM 373	\$790.00	each
Moisture Content	ASTM D2216	\$25.00	each
Organic Content	ASTM D2974	\$95.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$305.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$255.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$95.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D7928	\$165.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM D6913	\$105.00	each
Specific Gravity of Soils	ASTM D854	\$130.00	each
Thermal Resistivity	ASTM D5334	\$55.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$330.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$255.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$385.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$300.00	each
Unconfined Compression Test	ASTM D2166	\$105.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$35.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$55.00	each
Clay Lumps and Friable Particles	ASTM C142	\$160.00	per size
Cleanness Value	CTM 227	\$165.00	each
Durability Index (Coarse or Fine)	CTM 229	\$160.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$120.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$120.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$60.00	each
Resistance "R" Value - Aggregate	CTM 301	\$295.00	each
Sand Equivalent, 1 point	CTM 217	\$90.00	each
Sand Equivalent, 3 points	CTM 217	\$130.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$110.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$95.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$150.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$125.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$250.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$100.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$355.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$95.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$170.00	each
Stabilometer Value, 1 point	CTM 366	\$130.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$155.00	each
Thickness of AC Cores	ASTM D3549	\$15.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$55.00	each



LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$25.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$80.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$100.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$40.00	each
Concrete Cylinder Mold		\$6.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$90.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$105.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$185.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$80.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$65.00	each
Modulus of Rupture	ASTM C67	\$75.00	each
Absorption	ASTM C67	\$90.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$75.00	each
Absorption & Moisture Content	ASTM C140	\$75.00	each
Linear Drying Shrinkage	ASTM C426	\$210.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$120.00	each
Compression Test, Masonry Grout	ASTM C1019	\$40.00	each
Compression Test, Mortar	ASTM C780	\$35.00	each
Core Shear Test	CBC Section 2105A	\$85.00	each
Masonry Core Compression Test	CBC Section 2105A	\$75.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$100.00	each
Fireproofing Density Test	ASTM E605	\$70.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$75.00	each
Bolt - Proof Load Test	ASTM F606	\$75.00	each
Bolt - Hardness Test	ASTM E18	\$35.00	each
Nut - Proof Load Test	ASTM F606	\$75.00	each
Nut - Hardness Test	ASTM E18	\$35.00	each
Washer - Hardness Test	ASTM E18	\$35.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$130.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$80.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$110.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$40.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$90.00	each
Sizes Larger Than 3/4"	ASTM A370	\$115.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Test	ASTM E18	\$80.00	each
Torque Wrench Calibration (minimum of 4 wrenches)		\$80.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$80.00	per test
Welder Qualification Test Inspection		\$90.00	per hour
Welder Qualification Test Record		\$100.00	each

TESTING SERVICES

Laboratory Technician		\$90.00	per hour
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SERVICES AGREEMENT

Date: July 1, 2019 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Lozano Smith, LLP (hereinafter referred to as "Attorney").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Attorney and to have said Attorney render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Attorney is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Attorney hereby agrees to provide to the District the services as described below ("Services"):

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2019 and continue through June 30, 2020, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million Dollars (\$2,000,000). Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, In-House Counsel, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Attorney with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Attorney under this Agreement. Attorney will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Attorney's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Attorney agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any Attorney providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Attorney will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Attorney is required to comply with the conditions listed in Exhibit A, Certification of Compliance. If the Attorney is unwilling to comply with these requirements, the Attorney's employees may not enter any school site until the Attorney provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed Attorneys.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or consultants.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. GENERAL LIABILITY INSURANCE.

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Attorney to the District.

ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another Attorney. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Attorney. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Attorney. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

<p>District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Jessica Sulli, Contracts</p>	<p>Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Jerome M. Behrens, Attorney</p>
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ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Attorney shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Attorney shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Attorney shall not hire any employee of the United States government to perform any service covered by this Agreement.

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Attorney agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Attorney pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH, LLP

By: _____

Jorge A. Aguilar
Superintendent

By: _____

Jerome M. Behrens
Attorney at Law

Date

Date

EXHIBIT A

CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Attorney will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Attorney will immediately report to District any apparent violation of these conditions.
5. Attorney shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Attorney cannot adhere to the conditions stated above, the Attorney shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Attorney shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Jerome M. Behrens
Attorney at Law

Date

EXHIBIT B

PROFESSIONAL RATE SCHEDULE
 FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Effective July 1, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner	\$ 275 per hour
Senior Counsel / Of Counsel	\$ 265 per hour
Senior Associate	\$ 240 per hour
Associate	\$ 230 per hour
Paralegal / Law Clerk	\$ 150 per hour

*A 5% discount is given on all invoices paid within 30 days of invoice.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Travel time shall be charged only from the attorney’s nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.