



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: February 16, 2023

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Change Notices – Facilities Projects
5. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>DEPARTMENT</u>		
City of Elk Grove A23-00060	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Up to \$304,261.74
<p>02/02/23 – 01/31/25: The City of Elk Grove, a municipal corporation (“City”), has awarded a contract to Sacramento City Unified School District, a California school district (“Service Provider”) for services provided ON REFERRAL by Charles A. Jones Career and Education Center (CAJ) Regional Manufacturing Training Center (RMTC) as the responsive responsible Service Provider who best meets the City’s needs by demonstrating the competence and qualifications necessary for the satisfactory performance of the required service of providing manufacturing training to Elk Grove Residents who are unemployed or underemployed as a result of COVID-19. Under the grant award, SCUSD CAJ RMTC and employment partner Sacramento Valley Manufacturing Alliance (SVMA) (as subcontractor) will collaborate and perform on the objectives of the Elk Grove City Workforce Development Training and Certification Program to train, upskill, and place referred Elk Grove residents in the key growth industry of manufacturing. As a regional service provider, the CAJ RMTC also serves Elk Grove Residents for career and education services</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES DEPARTMENT</u>		
Kami Kalay SA23-00043	Amendment No. 1 to increase the 2022/23 contract by \$180,000 in order to provide additional financial consulting. Financial consulting related to COVID relief funds, setting up budgets, reconciling budget items and financial reporting during fiscal year 2022-2023.	Original Contract Amount: \$98,000 ESSER III Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Requested Increase: \$100,000 ESSER III Funds
		New Contract Amount: \$198,000 ESSER III Funds

SPECIAL EDUCATION DEPARTMENT

Care Inc. S23-00014	Amendment No. 1 to increase the September 20, 2022 contract by \$215,000 for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004).	Original Contract Amount: \$90,000 Special Education Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Requested Increase: \$215,000 Special Education Funds
		Total Contract Amount: \$305,000 Special Education Funds

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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TECHNOLOGY DEPARTMENT

Bluum USA Inc. R23-03241	The District will provide new 1:1 devices to all 4th and 9th graders and replace broken and non-supported devices. Chromebooks will be used to fill classroom carts for the K-3 students.	Original Contract Amount: \$1,663,625 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Purchasing thru National Cooperative Purchasing Alliance Contract No. 01-150		

ADMIN-LEGAL COUNSEL DEPARTMENT

Margarita Maldonado SA23-00118	Amendment No. 1 to increase the January 31, 2022 contract by \$87,500 and extend the contract from October 24, 2022 to June 30, 2023, in order to provide support in the area of labor relations, including drafting proposals and collecting, reviewing and analyzing data.	Original Contract Amount: \$82,500 General Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Requested Increase: \$87,500 General Funds
		New Total Amount: \$170,000 General Funds

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: **CB Wire Deferred Maintenance (Site Preparation for Interim Housing)**
Prepare the site for interim housing for Nicholas students for the school years 23-24 and 24-25 while Nicholas undergoes modernization and construction. The work will include replacing carpet, provide for internal/external painting, repair restrooms and offices, asphalt repair, and minor landscape.

Bids received: January 26, 2023
Recommendation: Award to Otto Construction
Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Otto Construction	Sacramento, CA	\$2,832,000
AM Stephens	Lodi, CA	\$2,876,000
Joe's Landscaping	Newman, CA	\$3,470,000

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: **Bret Harte Playground**

Recommendation: Approve increase contract to Studio W Architects Architectural. The agreement was awarded on November 15, 2022 for \$88,562.

Original Contract Amount: \$88,562, funding source is GO Bond Measure Q

Approve Change Order No. 1: \$29,340, to reimburse Studio W Architects for Division of State Architect (DSA) Access Compliance, Fire and Life Safety and Structural Safety Startup Fees. The District was not able to directly process the payment to DSA by the deadline and Studio W Architects paid this fee on behalf of the District. The funding source is GO Bond Measure Q. This change does not represent an overall increase to the project budget.

Original Contract \$88,562
Requested Increase \$29,340
New Contract Amount: **\$117,902**, funding source is GO Bond Measure Q

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
MCM Roofing	American Legion Roof Replacement	1/20/23

CITY OF ELK GROVE



**SERVICE PROVIDER CONTRACT FOR
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Workforce Development – Manufacturing Program**

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2023, by and between City of Elk Grove, a municipal corporation (“City”) and Sacramento City Unified School District, a California school district (“Service Provider”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Service Provider has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Service Provider to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Service Provider agree to as follows:

1. SCOPE OF SERVICES

A. Service Provider shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Service Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on January 31, 2025, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Service Provider prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

City and Service Provider agree that time is of the essence and Service Provider agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written



approval of City Manager, or his/her authorized representative. Service Provider’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. Service Provider shall be paid monthly as set forth in **Exhibit C**, “Compensation and Method of Payment,” attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed Three Hundred Four Thousand Two Hundred Sixty-One and Seventy-Four Cents (\$304,261.74) without City’s prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Service Provider’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Service Provider shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney’s Office
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Service Provider as follows:

Sacramento City Unified School District
Attn: Angela Hatter, Site Administrator
Charles A. Jones Career and Education Center
5451 Lemon Hill Avenue
Sacramento, CA 95824



6. PROFESSIONAL SERVICES

Service Provider agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Service Provider and its subcontractors or agents are engaged. Service Provider shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Service Provider further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Service Provider (including Service Provider's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

B. Service Provider's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Service Provider under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Service Provider's assigned personnel.

D. Service Provider, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Service Provider shall be entirely and exclusively under the direction, supervision, and control of Service Provider.

F. Service Provider hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF SERVICE PROVIDER

Service Provider shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Service Provider certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract.



Service Provider agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Service Provider further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Service Provider is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Service Provider shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Service Provider shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Service Provider, and City may withhold any payments due to Service Provider until such time as the exact amount of damages, if any, due City from Service Provider is determined.

D. In the event of termination, Service Provider shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Service Provider agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Service Provider shall receive a written "Notice



to Proceed” from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Service Provider for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Service Provider may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Service Provider under this Contract shall become the property of City, and Service Provider shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Service Provider shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Service Provider in performing this Contract which is not Service Provider’s privileged information, as defined by law, or Service Provider’s personnel information, along with all other property belonging exclusively to City which is in Service Provider’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Service Provider hereunder to be work made for hire. Service Provider acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Service Provider that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City’s sole risk.

16. COMPLIANCE WITH LAW

Service Provider shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.



17. REPRESENTATIONS

A. Service Provider agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Service Provider's profession.

B. Service Provider agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Service Provider shall designate a project manager who at all times shall represent Service Provider before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Service Provider, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Service Provider shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Service Provider in writing within sixty (60) calendar days of discovery. Should Service Provider fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Service Provider shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff assigned to perform the services required under this Contract. Service Provider shall notify City of any changes in Service Provider's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING

A. Except as expressly authorized herein, Service Provider's obligations under this Contract are not assignable or transferable, and Service Provider shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Service Provider from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Service Provider shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Service Provider.



20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Service Provider pursuant to performance of this Contract are confidential and Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Service Provider or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Service Provider for any damages caused by Service Provider releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

21. LIABILITY OF SERVICE PROVIDER—NEGLIGENCE

Service Provider shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Service Provider’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Service Provider or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Service Provider shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Service Provider, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Service Provider shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Service Provider enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Service Provider. Service Provider’s failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.



23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Service Provider shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation
Work Comp Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability	\$1,000,000 each		

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.

Furthermore, Service Provider shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. EVIDENCE OF INSURANCE COMPLIANCE

Service Provider or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Service Provider’s proof of insurance. Service Provider shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

Service Provider, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

26. UNAUTHORIZED ALIENS

Service Provider hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Service



Provider hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

27. LICENSES, PERMITS, AND OTHER APPROVALS

Service Provider represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Service Provider to practice its profession and perform the work described herein. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Service Provider to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Service Provider shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Service Provider and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Service Provider for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.



G. Construction and Interpretation: Service Provider and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Service Provider. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Service Provider that any such person or entity, other than City or Service Provider, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Service Provider warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Service Provider to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.



30. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Service Provider concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of _____, 2023, by the Parties as follows:

SERVICE PROVIDER

By: _____
Rose Ramos, CBO

Approved as to form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____



EXHIBIT A

Scope of Work

Service Provider shall design, develop, market, implement, and administer a workforce development and training program for Elk Grove residents in the field of manufacturing known as the Manufacturing Training Program for Elk Grove Residents (Program). The Program shall offer training and certification for adults in Elk Grove who are dislocated, unemployed, or underemployed as a result of the COVID-19 pandemic or related factors and who wish to advance their careers through reskilling and upskilling and obtaining employment in the field of manufacturing. The Program will be provided at no cost to Elk Grove residents. The goal of the Program is to develop a pipeline of skilled and trained employees for local and regional employers to access to meet their employment needs. The Program will be designed to increase the number of employed residents generating income that produces economic sustainability for themselves, their families, and the community.

Accordingly, Service Provider shall complete, to the City’s satisfaction, the following deliverables and activities:

1. PROGRAM DESIGN AND IMPLEMENTATION

- A. Design and Implementation – The Program shall be designed and implemented with the components identified in and consistent with the Final Proposal provided by the Service Provider dated October 25, 2022, and attached to this Exhibit A and made a part of the Contract.

- B. Key Program Components—Key Program components shall include the following as delineated in the Final Proposal:
 - i. Program design and development
 - ii. Program marketing to residents and businesses
 - iii. Intake and enrollment of students
 - iv. Enrollment of businesses wishing to accept Program graduates
 - v. Course instruction
 - vi. Post -graduate job placement, tracking, and payment of employment bonuses
 - vii. Reporting to City



Attachment to Exhibit A

Charles A. Jones Career and Education Center



Manufacturing Training Program

for Elk Grove Residents

Workforce Development Training and Certification

Program Proposal for the City of Elk Grove

Angela Hatter-Site Administrator

Charles A. Jones Career and Education Center

5451 Lemon Hill Avenue

Sacramento, CA 95824

June 30, 2022

Revised: October 25, 2022

June 27, 2022

Luis Aguilar
Economic Development Specialist
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Dear Mr. Aguilar:

This letter of introduction is in response to The City of Elk Grove Request for Proposals (RFP) for Service Provider(s) to Administer Workforce Development Training and Certification Programs for the Elk Grove Residents in the Fields of Healthcare, Information Technology, and Manufacturing. Please accept the attached proposal for Charles A Jones Career and Education Center (CAJ) and affiliated partners to provide the services detailed in the RFP for the field of Manufacturing.

The team that is gathered in this proposal is CAJ and the Sacramento Valley Manufacturing Alliance (SVMA). This proposal brings together an effective team that has collaborated on more than one workforce development project in the past two years including initiatives funded by the City of Sacramento CARES Act Grant, the Sacramento Employment & Training Agency Regional Planning Initiative (SETA RPI) and the Capital Adult Education Regional Consortium. CAJ, a nationally accredited adult school operating under the Sacramento City Unified School District, has been offering quality vocational certification training programs since 1967. Current programs include Medical Assistant, Manufacturing Pre-Apprenticeship and Manufacturing Technician, Nurse Assistant Training, Pharmacy Technician, and Vocational Nursing. CAJ also offers ESL, Citizenship, Adult Basic Education and High School Equivalency courses. With grant funding from the City of Elk Grove, CAJ would provide manufacturing classes in Forklift; Introduction to Manufacturing; Material Handling and Logistics; Electro-mechanical Assembly; Welding Fabrication; and a full Manufacturing Technician program which includes training in all previously mentioned components. Students completing all CAJ manufacturing classes and programs would earn industry recognized certifications. In addition, these CAJ manufacturing classes and programs are pathways into SVMA's Apprenticeship program.

SVMA was founded in 2018 by local manufacturers to address the region's growing demand for a skilled workforce in the manufacturing sector. The organization is committed to working with both partners in education and industry to develop vocational education and workforce development programs. CAJ is also in partnership with The Lemon Hill Job Center, an America's Job Center of

California (AJCC), located on CAJ's campus. For over 30 years, the Lemon Hill Job Center has provided job placement and wrap-around services to participating CAJ students and to the public from the CAJ campus and its previous locations. The Lemon Hill Job Center is currently ranked as the #1 SETA Job Center for performance.

As a team, CAJ and SVMA are uniquely qualified to collaborate and perform on the objectives of the Workforce Development Training and Certification Program to train, upskill, and place Elk Grove residents who are unemployed or underemployed because of the pandemic in skills desirable in the key growth industry of manufacturing. Over the past 5 years, CAJ has served 384 Elk Grove residents in various programs within the school. With additional grant funding, CAJ will be able to expand services to more Elk Grove residents. Under contract with CAJ, SVMA would market CAJ manufacturing programs, prepare metrics, and issue placement bonuses for all participants in the programs. CAJ students who are eligible for WIOA Title I services would continue to be served through the Lemon Hill Job Center. SVMA would work closely with the CAJ teacher to ensure that non-WIOA Title I students also receive placement services and follow-up through to employment. Together, the organizations in this proposal will help the City of Elk Grove meet the pandemic and economic development-related goals to:

- Provide training and certification in growth industries for adults in Elk Grove who are dislocated, unemployed, or underemployed as a result of the pandemic and who wish to advance their careers in the highly marketable manufacturing industry
- Develop a pipeline of highly skilled and trained employees for local manufacturing employers to access to meet their employment needs
- Increase the number of employed residents generating income that produces economic sustainability for themselves, their families, and their community.

The mission of Charles A. Jones Career and Education Center is to enrich the lives of adults by providing a positive and innovative learning environment for academic and career technical training empowering them to become employed productive members of their communities. CAJ is fully committed to working with our SVMA and AJCC partners to enhance and strengthen workforce development programs for our community, which includes the nearby City of Elk Grove. We look forward to the opportunity to enhance our work with our Elk Grove City residents!

Sincerely,



Susan Lytle Gilmore, Ph.D.
Director, Adult Education

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3. Qualifications and Experience

Charles A. Jones Career and Education Center (CAJ), in partnership with the Lemon Hill Job Center and Sacramento Valley Manufacturing Alliance (SMVA), are uniquely qualified to be the service provider for the Elk Grove Workforce Development program. CAJ and the Lemon Hill Job Center have been working seamlessly at a shared location for over 30 years. CAJ is well-positioned to meet the training and certification needs of individuals pursuing a career in the manufacturing sector. CAJ also offers. The Lemon Hill Job Center has a proven track record of providing services for students that qualify for WIOA Title I services. SVMA was founded by local manufacturers In 2018 and had unparalleled access to manufacturers in the region to market the program and place students in positions in the Sacramento Valley region. The responsibilities of the three organizations are summarized in Table 1 below. Detailed descriptions of qualifications and experience are in the following sections.

Table 1 -Program Roles and Responsibilities			
Organization	Key Staff	Title	Program Responsibilities
CAJ	Angela Hatter	Site Administrator	<ul style="list-style-type: none"> ● Primary Liason ● Administration of Progam ● Manage Program Development
	Todd Frazee	Manufacturing Career Technical Education (CTE) Instructor	<ul style="list-style-type: none"> ● CTE Instruction ● Skills Certification
Lemon Hill Job Center	Eileen Ramos-Prince	Manager III Adult Education	Supervise: <ul style="list-style-type: none"> ● Case Management* ● Job Placement* ● Track Employment Longevity*
SVMA	Dean Peckham	Executive Director	<ul style="list-style-type: none"> ● Market Program ● Job Placement** ● Track Employment Longevity** ● Issue Placement Bonuses ● Program Metrics ● Transportation Stipends
* WIOA Title I participants ** Non-WIOA Title I participants			

Charles A. Jones Career and Education Center

Charles A. Jones Career and Education Center (CAJ) is part of the Sacramento City Unified School District (SCUSD) and operates under the governance of the State of California Department of Education (CDE). CAJ opened in 1967 as the Skills and Business Education Center, and classes have been held at the current site at 5451 Lemon Hill Avenue, augmented with online components when appropriate. CAJ offers vocational training programs in Medical Assistant, Manufacturing Pre-Apprenticeship, Nurse Assistant Training, Pharmacy Technician, and Vocational Nursing.

Budget and Funding Sources

In the 2021-22 program year, Charles A. Jones Career and Education Center and the Lemon Hill Job Center have been funded through several sources. Both organizations are operated by SCUSD staff, so the budgets are combined in Table 2 below:

Table 2 -CAJ and Lemon Hill Job Center Funding Sources	
Source	Amount
California Adult Education Program (CAEP)	\$1,508,793
Workforce Innovation and Opportunity Act Title (WIOA) I through (SETA)	\$603,950
Workforce Innovation and Opportunity Act Title II	\$169,807
California Firefighters Apprenticeship	\$487,196
CalWorks	\$47,252
Student Fees generated through Federal Financial Aid*.	\$1,288,060
Higher Education Emergency Relief Fund (HEERF)*	\$1,375,839
TOTAL	\$5,480,897

*The figures listed for student fees are based on the 2020-2021 school year. The 2021-2022 school year student fees have not yet been determined. Enrollment declines due to the COVID-19 pandemic have drastically reduced income from student fees. HEERF funding provided by the U.S. Department of Education has covered shortfalls and losses.

CAJ has also benefited from in-kind funding provided in equipment and tooling donations from manufacturing industry partners totaling approximately \$335,000.00 since the manufacturing program's inception.

List of Jurisdictions and Projects Similar To The Proposed Program

CAJ launched the Manufacturing Pre-Apprenticeship Program in 2020 with CARES Act funding as Workforce Development Certification Program to train, upskill, and place individuals who have had their employment disrupted by the pandemic in the manufacturing industry. Manufacturing has been identified as a key area of growth in the region. The CAJ Manufacturing Pre-Apprenticeship program is a “boot camp” style of training. In 90 contact hours over a few weeks, successful students learn entry-level skills and certifications to prepare them for an entry-level position in the manufacturing industry. Successful students earn (1) Forklift Operator Certification, (2) 10-hr. Cal/OSHA General Industry Safety and Health Card, (3) SME ToolingU Pre-Apprenticeship Certificate, (4) CAJ Manufacturing Pre-Apprenticeship Program Completion Certificate, and (5) are prepared to earn the Society Of Manufacturing Engineers (SME) Certified Manufacturing Associate (CMfgA) exam. The Manufacturing Pre-Apprenticeship Program provides skills for immediate job placement and entry into an industry-sponsored apprenticeship program and is also a prerequisite for the new Manufacturing Technician Program CAJ is launching in the Fall of 2022.

To date, CAJ Manufacturing Pre-Apprenticeship Program has served 68 individuals, issued 62 Forklift Operator Certifications, 65 10-hr. OSHA Safety and Health Cards, 50 SME ToolingU Pre-Apprenticeship Certificates, and 16 students elected to test and earn SME CMfgA certification. CAJ has also issued an additional 22 Forklift Operator Certifications to individuals that elected to take the forklift operator class component of the Program separately. Council on Occupational Education (COE) requirements for CTE programs require 60% completion and 70% placement rate minimum. For the 2021-2022 program year, the Program has a current completion rate of 75% of participants completing all components and 87.5% completing at least one industry-recognized certification. The placement reporting period for this Program ends 12/30/2022, and we are confident we will meet the placement goal of 70% by that date with a current placement rate of 60% with five months left to place participants from the last cohort that ended on 6/24/2022.

References for previous projects are in Exhibit 6 of the Supporting Information/References section of this proposal.

Primary Liaison For This Proposal:

Angela Hatter -Site Administrator
Charles A. Jones Career and Education Center
5451 Lemon Hill Avenue
Sacramento, CA 95824
916-394-5800 X701011
Angela-Hatter@scusd.edu

Key Staff

The CAJ has an experienced team of education professionals with backgrounds that include experience with instruction, instructional design, and program administration. Presented below is a matrix of staff responsibilities for this proposal and a summary of the qualifications of the members of the CAJ team. Detailed resumes and applicable credentials are in Exhibits 1-3, the Supportive Information/References section of this proposal.

Angela Hatter -Site Administrator & Primary Liaison

Angela Hatter is the Site Administrator for Charles A Jones Career and Education Center and would administer the Program, manage program development, and act as the Primary Liaison for this proposal.

Angela Hatter has over 25 years of experience in the field of education, with 13 years of experience serving as a principal administrator for public adult schools and correctional education programs in California. Ms. Hatter has supervised secondary and post-secondary academic, substance abuse recovery, and career technical education programs and worked closely with industry partners on program development and placement services. She has overseen CTE programs in health occupations, manufacturing, computers, and information technology pathways.

Charles A Jones Career and Education Center
5451 Lemon Hill Avenue
Sacramento, CA 95824
916-394-5800 X701011
Angela-Hatter@scusd.edu

Todd Frazee -Manufacturing Career Technical Education Instructor

Todd Frazee is the primary Career Technical Education (CTE) instructor for the manufacturing Pre-Apprenticeship program and would be providing the technical training and certification services for this proposal. Todd has over 25 years of manufacturing engineering and management experience with a wide breadth of production systems. Todd developed the CAJ Manufacturing Pre-Apprenticeship Program and has taught the program classes since the Program launched in the Fall of 2020. Todd has also taught in the Advanced Manufacturing department at Sierra College and is currently on faculty at Folsom Lake College as an Adjunct Professor in the Manufacturing and Industrial Technology Program. Todd earned a Bachelor of Arts in Industrial Arts (BAIA) in Product Development from San Francisco State University in 1996 and a Master of Education (MEd) in Learning Design and Technology from Arizona State University in 2020. He holds a CTE Teaching Credential from the California State Commission

on Teacher Credentialing for the Product Development and Manufacturing pathway and is qualified to teach all program topics, including those requiring certification.

Todd is an Authorized Outreach Trainer with the Occupational Safety and Health Administration (OSHA) through the OSHA Training Institute (OTI) at the University of California San Diego Extension (UCSD Extension). He is authorized to teach both the OSHA and Cal/OSHA 10-Hr. and 30-Hr. General Industry Safety and Health Training Card programs. Todd is currently certified by Toyota Material Handling Northern California to train and certify operators in the use of Class I-V Counterbalance Industrial Lift Trucks [Forklifts] and is also registered with the Society Of Manufacturing Engineers (SME) to proctor SME Certified Manufacturing Associate (CMfgA) exams.

Charles A Jones Career and Education Center
5451 Lemon Hill Avenue
Sacramento, CA 95824
916-394-5800 X701307
Todd-Frazee@scusd.edu

Lemon Hill Job Center

The Lemon Hill Job Center and CAJ have been working seamlessly at a shared location for over 30 years. The Lemon Hill Job Center is well-positioned to meet the Case Management, Job Placement, and tracking participant employment after training for participants that qualify for WIOA Title I services that are pursuing a career in the manufacturing sector. The Lemon Hill Job Center has a proven track record of providing services for students that qualify for WIOA Title I services.

Budget and Funding Sources

See CAJ Budget and Funding Sources section. SCUSD staff operates both organizations, so the budgets and sources listing are combined under the CAJ budget and Funding Sources section.

Key Staff

The Lemon Hill Job Center has an experienced team of professionals with backgrounds that include experience with participant Case Management, Job Placement, and tracking participant employment after training has been completed. Presented below is a summary of the qualifications of the members of the Lemon Hill Job Center team. A detailed resume for key Lemon Hill Job Center staff members is Exhibit 4 in the Supportive Information/References section of this proposal.

Eileen Ramos-Prince -Manager III Adult Education

Eileen Ramos-Prince is the Manager for Lemon Hill Job Center and manages the job center staff who provide Case Management, Job Placement Services and track Employment Longevity for program participants that are eligible for WIOA Title I services.

Eileen Prince has been employed with Sacramento City Unified School district for 26 years with increasing levels of responsibility. For the last ten years, Mrs. Prince has worked in the Lemon Hill AJCC, first as a Job Coach (Education Entrepreneur) and later as the Job Center supervisor. In her current role as CAJ Manager III, Mrs. Prince oversees all CAJ enrollment, assessment, and placement activities and services.

Lemon Hill Job Center
5451 Lemon Hill Avenue
Sacramento, CA 95824
916-394-5800 X701059
Eileen-Prince@scusd.edu

Sacramento Valley Manufacturing Alliance

Sacramento Valley Manufacturing Alliance (SVMA) has experience in the manufacturing sector, including human resources, skills development, market analysis, program marketing, employer recruitment and participation, community outreach and partnerships, and program administration.

Budget and Funding Sources

In the 2021-22 program year, SVMA has been funded through several sources, as shown in Table 3 below:

Table 3 -SVMA Funding Sources	
Source	Amount
CA Manufacturing Technology Consulting (Grant)	\$ 80,000
CA Mobility Center (High Roads Training Partnership Grant)	\$100,000
Memberships	\$ 40,000
Contributions - Program	\$120,000
Contributions - Events	\$ 10,000
TOTAL	\$350,000

Organizational Information

Organization Name: Sacramento Valley Manufacturing Alliance
Date of Incorporation: 12/20/2020
IRS Tax ID #: 86-1596027

List of Jurisdictions and Projects Similar To The Proposed Program

In 2018 and 2019, SVMA (formerly SVMI) managed two manufacturing pre-apprenticeship programs and \$40,000 grant funding to train 25 individuals for manufacturing machinist roles within the local industry. Funding was provided by the California Manufacturing Technology Association (CMTA) Employment Training Panel Fund (\$20,000) and the Sacramento Small Business Development Center (SBDC) (\$20,000). The training was held at Sierra College. SVMA was responsible for recruiting instructors, students, developing curriculum (with the support of industry partners), and placement of students with area employers.

In 2020/2021, SVMA (formerly SVMI) received a \$55,000 CA Apprenticeship Initiative (CAI) grant from Los Rios Community Colleges. The grant was used to build the SVMA CNC machinist apprenticeship program curriculum, recruit, train, and certify four experienced machinists as journeymen, and manage grant funding to support the success of the Program.

All four program participants received their CNC machinist journeyman certificates from the U.S Department of Labor (DOL) and the C.A. Dept of Apprenticeship Standards (DAS).

Between 2020 and 2022, SVMA managed a \$160,000 grant from the Sacramento Employment Training Agency (SETA) to support the development of the SVMA CNC Machinist Apprenticeship Program, purchase materials and equipment for the CAJ Regional Manufacturing Training Center, and pay for instructional services provided by CAJ. In 2021 & 2022, SVMA received formal approval for the apprenticeship program by the DOL & DAS, respectively.

Between 2020 and 2021, SVMA received a \$262,000 grant from the City of Sacramento CARES Grant Program to recruit and train individuals for manufacturing careers, partnering with CAJ. Funding was used to recruit individuals from job centers within the City of Sacramento, pay for additional equipment at CAJ, provide stipends to the students, and support their placement with area manufacturers.

References for previous projects are in Exhibit 7 of the Supporting Information/References section of this proposal.

Key Staff

Presented below is a summary of the qualifications of the member of the Sacramento Valley Manufacturing Alliance. A detailed resume is Exhibit 5 in the Supportive Information/References section of this proposal.

Dean Peckham, Executive Director

Dean Peckham is the Executive Director of SVMA. Dean would Market the Program to employers, prepare Program Metrics, and Issue Placement Bonuses for participants of the Program in this proposal. He would also provide Job Placement services and track Employment Longevity for program participants that are not eligible for WIOA Title I services.

Dean has served as the SVMA executive director since its formation in April 2018. Between April 2018 and June 2021, SVMA was organized under Valley Vision, which served as the SVMA fiscal sponsor. In 2020/2021, Dean successfully led SVMA's incorporation as a 501(c)3 nonprofit. Dean is responsible for all administrative oversight of SVMA programs & committees, business development, and day-to-day management activities.

In 2018 & 2019, Dean successfully implemented a manufacturing pre-apprenticeship training program in collaboration with Sierra College, training 28 people for manufacturing careers. In 2021, Dean successfully secured a State of CA CAI grant to train and certify four machinists as journeymen apprentice machinists. Certificates were awarded by the U.S. Dept of Labor & the C.A. Dept of Apprenticeship Standards. In 2020 Dean led SVMA's effort to form a strategic

partnership w/ CAJ to develop the Regional Manufacturing Training Center and the manufacturing training program. SVMA received two grants from SETA (\$160,000) and the City of Sacramento CARES (\$262,000), which helped launch the Program at CAJ and train individuals for manufacturing careers. The SETA grant also helped launch the SVMA CNC Machinist Apprenticeship Program, approved by the C.A. Dept of Apprenticeship Standards in March 2022.

Prior to 2018, Dean served as a Senior Project Manager for the City of Sacramento Economic Development Dept. Responsibilities included business retention activities for city businesses, with an emphasis on industrial retention, Sacramento Enterprise Zone Manager, conversion of the Sacramento Army Depot to a privately-owned industrial business park (Depot Park), and the recruitment of local contractors and labor for the Golden 1 Center construction.

SVMA
3053 Freeport Blvd, #417
Sacramento, CA 95818
916-508-0892
dpeckham@sacvalleymfg.org

4. Work Plan

Manufacturing Training Program for Elk Grove Residents

SACRAMENTO REGION MANUFACTURING SECTOR OVERVIEW

In 2021, the Los Rios Community College Center of Excellence prepared an overview of the region's manufacturing sector. See Exhibit 10 in the Supportive Information/References section of this proposal for the data source. The Sacramento Region is home to over 4,000 manufacturing companies employing 35,561 people. Over 1,800 of these companies are located within Sacramento County, including 196 manufacturers in the City of Elk Grove and over 1,000 in the City of Sacramento. The region's manufacturers are projected to add 1,677 jobs by 2025. In 2020, 27 percent of the manufacturing workforce was within ten (10) years of retirement, creating a great opportunity for individuals interested in manufacturing careers. This is especially true for women, who only make up 27 % of the manufacturing workforce.

Population Served: City of Elk Grove Demographic Profile

The City of Elk Grove has an estimated 2021 population of 178,997, with 61.3% of the population between the ages of 18 and 65, i.e., the primary working age of the population. Female residents represent 51.9% of the population, just slightly higher than Sacramento County at 51.1%. Elk Grove has a very racially diverse population; the Black population represents 11%, American Indian and Native Alaskan represent 0.6%, Asian alone is 28.9%, Native Hawaiian and Pacific Islander represent 2%, while the Latino population is 19%, and white alone, not Hispanic or Latino is 33.5%.

Elk Grove has a higher percentage of the population being foreign-born (24.2%) than Sacramento County (20.9%) or Sacramento City (21.3%).

The Elk Grove population is a very diverse population that can support the area manufacturers who are struggling to build a more diverse workforce that reflects the diversity of the region. In 2021-22, CAJ served 613 students: including, 41% Asian; 23% Hispanic; 21% white; 11% African American/Black; 1% American Indian; 1% Filipino; and 1% Native Hawaiian/Pacific Islander.

Elk Grove is fortunate to have several favorable demographic factors on its side; high school graduation rates are 91%, compared to Sacramento County (87.9%), and a higher percentage of the population has a bachelor's degree than the County (36.7% vs. 31.4%), a 2020 median household income of \$101,776, which is 42% higher than Sacramento County and a lower poverty rate than Sacramento County (8% vs. 12.5%). Last, the Elk Grove population has a high school graduation rate higher than the region. Enrolling Elk Grove residents at CAJ requires a high school diploma as an admission requirement for most programs.

Elk Grove residents are computer and Internet-literate, with 97.4% of the households owning a computer and 93.6% having a broadband subscription.

Program Design, Development and Implementation

CAJ in partnership with SVMA and the Lemon Hill Job Center, will design, develop, market, implement, and administer a workforce development and training program for Elk Grove residents in the field of manufacturing. The Manufacturing Training Program for Elk Grove Residents will provide training and certification for adults in Elk Grove who have been dislocated, unemployed/underemployed due to the COVID-19 pandemic, and related factors. The program aims to advance the careers of Elk Grove residents who wish to pursue employment in the manufacturing industry by reskilling and upskilling. The proposed program will be provided at no cost to Elk Grove residents to develop a pipeline of skilled and trained employees for local and regional employers to access to meet their employment needs. The program design is to increase the number of employed residents generating income that produces economic sustainability for themselves, their families, and their community.

The team led by CAJ will provide the City of Elk Grove with deliverables and activities, including the following key program components:

- Program design and development
- Program marketing to residents and businesses
- Intake and enrollment of students
- Enrollment of businesses wishing to accept program graduates
- Course instruction
- Postgraduate job placement, tracking, and payment of employment bonuses
- Reporting to the City of Elk Grove

The design and development of the program leverage resources and partnerships that are in place and modeled after prior experience with similar workforce development projects. The program's marketing will be a collaborative effort between CAJ and SVMA, leveraging existing networks and establishing new connections targeted at marketing to Elk Grove residents and businesses. CAJ and the Lemon Hill Job Center will intake and enroll students through established intake and enrollment processes. Several SVMA members, such as Insight Manufacturing Services, Siemens Mobility and Greenheck have hired our graduates and expressed interest in ongoing pipeline of candidates from our program. SVMA will recruit and enroll manufacturing businesses in Elk Grove and the surrounding region willing to interview program graduates for employment. CAJ will provide manufacturing skills instruction options for the participants, including single-day courses and more robust programs ranging from 3 weeks to 9-months. The team will provide postgraduate job placement, tracking, and payment of employment retention bonuses with tracks that include collaboration between The Lemon Hill Job Center, SVMA, and SETA Job Centers that refer participants to the program.

CAJ will provide quarterly reports on key activities and outcomes for the program, including marketing/outreach efforts, budget expenditures, and performance metrics for the number of people interested enrolled, graduated, placed in employment, and retained by those employers for 90 days.

Program Marketing to Residents and Businesses

The Manufacturing Training Program for Elk Grove Residents will be focused on marketing to targeted populations within the community for program participants. The focus of the marketing to business will be first to market to manufacturing businesses within Elk Grove and neighboring communities and second to the region at large. SVMA will lead and coordinate the marketing efforts.

Marketing to Elk Grove Residents

The marketing effort to potential program participants will be explicitly focused on Elk Grove residents. The targeting marketing will be focused on residents within Elk Grove Zip Codes 95624, 95757, 95758, and 95759. For the program, following sources will be used to market the program to Elk Grove Residents:

- Social media, such as Google & Facebook ads,
- A dedicated webpage, “Manufacturing Cares - Elk Grove,”
- CAJ & SVMA host quarterly job fairs at the CAJ campus with social media ads marketing to Elk Grove residents and employers.
- Collaboration with the Elk Grove libraries to distribute marketing flyers
- Collaboration with the City of Elk Grove to identify and participate in community events to distribute marketing flyers
- Direct outreach to community-based organizations, including but not limited to area churches and groups such as Chicks in Crisis, Elk Grove Food Bank, Elk Grove Homeless Assistance Resource Team, Uplift People of Elk Grove, Asian Resources Inc, LaFamilia Counseling Center, and local service organizations such as Rotary and Kiwanis.
- Outreach to the EGUSD Job Center and EGUSD high schools. School college and career fairs are a great opportunity to market the program to high school seniors, their parents, family, and friends.

Marketing to Businesses

SVMA will initially conduct a survey of Elk Grove manufacturers to determine their current and projected hiring needs. The SVMA team will follow up with employers by calling them directly to confirm current and projected workforce needs as well as reach those companies not responding to the survey.

Phase II will include a survey of manufacturers within a 5 to 10 mile radius of Elk Grove to determine their current and projected hiring needs. The SVMA team will follow up with employers by calling them directly to confirm current and projected workforce needs as well as reach those companies not responding to the survey.

Intake and Enrollment of Students

Step 1 -Orientation

Individuals interested in participating in CAJ programs are required to attend a CAJ orientation, which is held every Wednesday morning except for school holidays. The Lemon Hill Job Center staff facilitate the orientation and give a presentation about all programs offered at CAJ, as well as inform participants about Job Center services.

Step 2 -Assessments

Immediately after the informational orientation presentation, participants are required to take either academic assessments or Workkeys assessments. The assessment requirements depend upon which program(s) to which the individual intends to seek enrollment. Assessment and prerequisite requirements for the manufacturing pre-apprenticeship programs may be found in Table 4 in the Strategies To Ensure Skills Development & Employee Retention section of the Work Plan.

Step 3 -Job Center Coach Conference

After the assessment, the intake process continues with the Job Center coaches meeting individually with each participant for one or more sessions to discuss the participant's interest and assessment scores and determine program suitability. Participants are assessed for WIOA Title I eligibility and suitability.

Step 4 -Job Services Pathway Determination

This proposal presents two pathways for job services:

1. Basic Career services with the Lemon Hill Job Center and individual job placement and follow-up services provided by SVMA. SVMA will track participants placed with a local

manufacturer for 90 days after placement and issue placement bonuses to individuals who retain the position for 90 days.

2. Individualized Career Services with the Lemon Hill Job Center, including individual job placement and follow-up services for a period of one year. The Lemon Hill Job center will report to SVMA the placement status of Job Center clients after placement so SVMA can issue placement bonuses to individuals who retain the position for 90 days.
3. SVMA and the Lemon Hill Job Center would coordinate services with EGUSD Job Center coaches, when required, for program client participants referred to the program. SVMA will track participants placed with a local manufacturer for 90 days after placement and issue placement bonuses to all participants who retain the position for 90 days.

All students are eligible for Basic Career Services. However, if the individual is eligible and willing to enroll in WIOA Title I, they are assigned a Job Coach and receive Individualized Career Services. The outline below gives all participants a general outline of the intake process. For more detail on the specifics of Basic Career Services, please see Exhibit 8 in this proposal's Supportive Information/References section.

All Participants

Basic Career Services: Information-only and Self-service Activities

- I. Welcoming/Engaging the Customer – Basic Career Services- Basic Career services: Information-only and Self-service activities
 - A. The customer's first visit may include
 - Orientation/Tour of the Center
 - Completion of the CalJOBS Registration
 - Receipt of a SWAJCC Welcome Packet
 - Assignment of a SWAJCC Card
 - B. Basic Career services that are self-service or informational-only activities:
 - Welcome MAP (My Action Plan) – Optional
 - Self-Directed Assessments-Skills Assessments
 - Background Wizard-Skills Identification
 - Resume Development and Updating
 - Job Search
 - Informational Sessions
 - Labor Market Information

In addition to accessing Job Center services on the CAJ campus, non-WIOA Title I Elk Grove participants will receive job placement and follow-up services through SVMA and the CAJ instructional staff assistance.

WIOA Title I Participants

Elk Grove resident participants that are eligible and willing to enroll in WIOA Title I are assigned a Job Coach and receive the enhanced Individualized Career Services are summarized in the outline below. For more detail on the specifics of the enhanced Individualized Career Services: please see Exhibit 9 in the Supportive Information/References section of this proposal.

Individualized Career Services: WIOA Title I Program Enrollment required

- II. Individual and Staff Assisted Career Services
 - A. Individualized Career and Training Services
 - B. Preparation for Enrollment
 - 1. Customer Status Review in CalJOBS
 - 2. Eligibility
 - 3. Priority of Service
 - 4. Self Sufficiency Calculator
 - C. Point of WIOA Title I Enrollment
 - D. Case Review Team

Step 5 -Register for CAJ Manufacturing Pre-Apprenticeship Program Class

The final step in the intake process is registering for an eligible course by providing the documentation required for enrollment and paying the program fees. Elk Grove Residents that participate in the proposed Program will be issued a scholarship voucher as Payment for the course, and the City of Elk Grove will be billed for the agreed-upon fee of the courses on a quarterly basis by CAJ. Program refund policy and sample scholarship voucher can be found as Exhibits 19 & 20 in the Supportive Information/References section of this proposal.

Enrollment of Businesses Wishing to Accept Program Graduates

SVMA will lead a campaign to engage the Elk Grove manufacturing community, the areas surrounding Elk Grove, and the region to recruit and maintain a list of companies interested in accepting applications for employment for program graduates. Businesses will be identified who are willing to interview graduates for training programs for positions related to the area of study. Each business enrolled will fill out a CAJ Employer Verification form for each respective training program. A sample form may be found as Exhibit 21 in the Supportive Information /References section of this proposal.

Model of Service Delivery

The CAJ Manufacturing programs have specific start dates that are posted in the CAJ Program Catalog. Job Center coaches, SVMA staff, and CAJ Teachers mentor participants and assist them through the job search and placement process. Individualized employment plans (IEP) for WIOA Title I participants are developed as described above. IEPs for non-WIOA Title I participants will be developed by SVMA with teacher input and collaboration.

CAJ and the Lemon Hill Job Center will provide in-person counseling and classroom instruction for the students. Because manufacturing instruction is a very hands-on experience, students must participate in person. Elements of employer recruitment, student placement, and follow-up can and will be done in-person, online, or via telephone. Establishing strong relationships with employers is critical to ensuring students' placement and success. Similarly, following up with the students during the initial 90 days following placement will help address challenges the students may experience in a new work environment.

Strategies To Ensure Skills Development & Employee Retention

Skills Development

The curriculum framework for the manufacturing pre-apprenticeship programs at CAJ was developed around the Society of Manufacturing Engineers (SME) core competency model for the Certified Manufacturing Associate (CMfgA) and Certified Manufacturing Technologist (CMfgT) programs. The CAJ manufacturing utilizes online instructional materials on SME ToolingU in lieu of textbooks. SME ToolingU is an online learning management system that includes not only instructional materials, assessment, and progress tracking capability. Much of the SME ToolingU curriculum is also aligned with the National Metalworking Skills Institute (NIMS) or American Welding Society (AWS) standards to prepare students for certifications offered by the organizations. The training and learning materials are reviewed twice annually in occupational advisory committee meetings with input from industry partners to ensure skills learned are relevant to employment. Some program certifications are also aligned with standards established by the Occupational Health and Safety Administration (OSHA) Outreach

Training programs such as the 10-Hr. Cal/OSHA General Industry Safety and Health training card program and Forklift Operator Certification. See Exhibit 11 in the Supportive Information/References section of this proposal for examples of certifications and certificates participants have earned at CAJ

The skills learned in the manufacturing programs are currently being offered through an in-person and hands-on learning experience. The Cognitive Apprenticeship pedagogy is employed in a lab that involves learners working in pairs or small groups, with at least one student that has a higher knowledge of the subject matter than their partner(s). Research indicates that when the method is successful, there is deeper learning by all participants in such groups. The Instructional modality is a combination of classroom instruction, supervised computer lab (SME ToolingU or CAD/CAM software), demonstrations, and application of skills in manufacturing lab projects. Instructional methods model documentation and processes typical in a modern manufacturer, providing students with the opportunity to apply trade skills but also learn organizational practices to be expected in a modern manufacturing environment. Class sessions are 6-7.5 hours sessions four to five days per week for the duration of the course block with a 90% attendance requirement, simulating the demands of working full-time in an industrial environment.

Learning in the Program is assessed through formative and summative methods using computer-based testing, simulation exercises, skill demonstration evaluations, applied projects, and certification testing. Most of the manufacturing courses incorporate a custom series of SME ToolingU learning modules that are aligned with the lab and lecture topics. Each of these learning modules requires an assessment test that participants must pass to complete the module. An SME ToolingU completion certificate is issued once the student completes the series of modules as proof of competency in the subject matter. Students must achieve a score of 75% overall mastery to complete the Program successfully. The mastery of individual industry certification exams is governed by the accrediting organization and may vary by organization but typically range from 70%-80%.

Course Instruction

This work plan proposes to offer six options to Elk Grove residents to meet the City of Elk Grove's goal to implement a Workforce Development Certification Program is to train, upskill, and place Elk Grove residents who are unemployed or underemployed because of the pandemic in growth industries in need of trained workers in the key industry of Manufacturing. This proposal offers entry into the new 900-hour Manufacturing Technician Program for the Welder Specialty Track or to take one or more of the five Manufacturing Technician component blocks as stand-alone courses. The six options are:

- Forklift Operator Class
- Material Handling and Logistics

- Introduction to Manufacturing (Formerly Titled Manufacturing Pre-Apprenticeship)
- Electro-Mechanical Assembly
- Welding Fabrication I
- Manufacturing Technician -Welder Specialty Track (13 components of the courses above)

Please refer to Table 4 below for a summary of the course prerequisites, assessment requirements, duration, and certificates earned in each course. Detailed descriptions of each course and a diagram of the Manufacturing Technician Program may be found in the Supportive Information/References section of this proposal labeled Exhibits 12-18.

Table 4 -Manufacturing Pre-Apprenticeship Courses				
Course Title	Prerequisite	Assessment	Hours	Certificates
Single Day Course				
Forklift Operator*	None	Workkeys	7.5	<ul style="list-style-type: none"> ● Forklift Operator Certification
Manufacturing short-term 2-3 Week Manufacturing Technician Component Courses				
Material Handling & Logistics	Forklift Operator Certification for Class I & IV vehicles	CASAS Scores: Reading: 239 Math: 236	40	<ul style="list-style-type: none"> ● SME-ToolingU Completion Certificate ● CAJ Program Completion Certificate
Electro-Mechanical Assembly	Introduction to Manufacturing	CASAS Scores: Reading: 239 Math: 236	40	<ul style="list-style-type: none"> ● SME-ToolingU Completion Certificate ● CAJ Program Completion Certificate
Introduction to Manufacturing*	None	CASAS Scores: Reading: 239 Math: 236	80	<ul style="list-style-type: none"> ● 10-Hr. Cal/OSHA GI Safety & Health Card ● SME-ToolingU Completion Certificate ● SME CMfgA ● CAJ Program Completion Certificate
Welding Fabrication I	Introduction to Manufacturing	CASAS Scores: Reading: 239 Math: 236	90	<ul style="list-style-type: none"> ● SME-ToolingU Completion Certificate ● CAJ Program Completion Certificate

Full 9-Month Manufacturing Technician Program				
Manufacturing Technician -Welder Tack	None	CASAS Scores: Reading: 239 Math: 236	900	<ul style="list-style-type: none"> • Forklift Operator Certification • 10-Hr. Cal/OSHA GI Safety & Health Card • SME-ToolingU Completion Certificates • SME CMfgA & CMfgT • CAJ Program Completion Certificate
*Foundational Prerequisite Courses				

Postgraduate Job Placement, Tracking, and Payment of Employment Bonuses

Job Placement

SVMA and the Lemon Hill Job Center will use the combined data/reports to contact employers regarding employment opportunities for the Manufacturing Training Program for Elk Grove Residents graduates, schedule interviews, secure employment, and follow up with the program graduates and the employers to ensure their success. Ensuring program graduates' success during the first three months with monthly calls and check-ins is critical, so that they pass probation. Thereafter, SVMA & Lemon Hill Job Center staff will follow up on a quarterly basis.

Employee Retention

Recognizing that Elk Grove residents spend an average of 32.9 minutes traveling to work (U.S. Census QuickFacts), SVMA will focus its employer outreach efforts on those manufacturing employers within a 10-mile radius of Elk Grove, including the communities of Elk Grove, South Sacramento (Power Inn), West Sacramento & Rancho Cordova.

SVMA has a comprehensive database of employers for the 7-county region and subscribes to labor market reports from EMSI/Burning Glass which allows SVMA and CAJ to focus on those employers actively recruiting within the targeted communities.

Program Incentives for Elk Grove Residents

Under the Manufacturing Training Program for Elk Grove Residents, the graduates will receive bonuses from SVMA after passing their employee 90-day probation period. Second, CAJ and

SVMA do not intend to award students stipends or bonuses for program completion only. There is little incentive to find a job if a stipend or bonus is awarded for completion only. Likewise, offering a bonus or stipend after one year may be too long to wait to provide incentive if an employee can simply go to another employer and make an additional \$1 to \$5/hour elsewhere. A 90-Day employment bonus captures completion and gives incentive to maintain employment after the initial hire.

Payment of Employment Bonuses

Under the City of Sacramento Cares Program, SVMA provided stipends to students after the Program, regardless of employment status. In retrospect, SVMA and CAJ determined that students at that time appeared less interested in pursuing a manufacturing career than they were in obtaining the completion stipend. Given that the County and the country were amid COVID-19 and many people had been laid off from work, immediate income was a focus. To ensure graduates pursue employment, SVMA and CAJ will implement bonuses after 90-days of employment.

Past Performance and Planned Outcomes

Workforce Development Employment & Training Services Program Experience

CAJ launched the Manufacturing Pre-Apprenticeship Program in 2020 with CARES Act funding as Workforce Development Certification Program to train, upskill, and place individuals who have had their employment disrupted by the pandemic in the manufacturing industry. Manufacturing has been identified as a key area of growth in the region. The CAJ Manufacturing Pre-Apprenticeship program is a “boot camp” style of training. In 90 contact hours over a few weeks, successful students learn entry-level skills and certifications to prepare them for an entry-level position in the manufacturing industry. Successful students earn (1) Forklift Operator Certification, (2) 10-hr. Cal/OSHA General Industry Safety and Health Card, (3) SME ToolingU Pre-Apprenticeship Certificate, (4) CAJ Manufacturing Pre-Apprenticeship Program Completion Certificate, and (5) are prepared to earn the Society Of Manufacturing Engineers (SME) Certified Manufacturing Associate (CMfgA) exam. The Manufacturing Pre-Apprenticeship Program provides skills for immediate job placement and entry into an industry-sponsored apprenticeship program and is also a prerequisite for the new Manufacturing Technician Program CAJ is launching in the Fall of 2022.

Key Benchmarks And Outcomes

To date, CAJ Manufacturing Pre-Apprenticeship Program has served 67 individuals, issued 62 Forklift Operator Certifications, 62 10-hr. OSHA Safety and Health Cards, 49 SME ToolingU Pre-Apprenticeship Certificates, and 16 students elected to test and earn SME CMfgA

certification. CAJ has also issued an additional 22 Forklift Operator Certifications to individuals that elected to take the forklift operator class component of the Program separately.

Strategy For Monitoring, Measuring Performance, And Outcomes.

WIOA Title I Participants

Elk Grove residents enrolling who are determined to be WIOA Title I eligible will be enrolled and monitored by the Lemon Hill Job Center staff. The job center staff will provide counseling, enrollment, job placement, and monitoring services for qualified students for a period up to one year after graduating. Job Center staff will communicate with SVMA staff to ensure that bonuses are paid after 90 days and will communicate on a quarterly basis with SVMA regarding students' employment status.

Non-WIOA Title I Participants

Elk Grove residents that are not eligible or unwilling to enroll in WIOA Title I will be enrolled as any other student at Charles A Jones. However, SVMA staff will be responsible for placing the students with the employers, paying the bonus after 90 days, and monitoring their employment for a period of one year.

CAJ staff, SVMA, and Lemon Hill Job Center will provide monthly reports to Angela Hatter, outlining our metrics for meeting identified program goals. This will include monthly marketing reports, social media reports, candidate interest, enrollment, the status of each class, data regarding students to ensure consistent messaging and communication, employer outreach, and student placement with employers.

Assuming the City of Elk Grove is interested in periodic progress reports, CAJ can provide quarterly reports to the Elk Grove staff to ensure that appropriate and timely data is captured and reported.

Staff Capacity

CAJ employs 32 staff, including three administrators, a school office, a job center, and facilities academic and career technical education teachers. Currently, there is one teacher overseeing the Regional Manufacturing Training Center. Program expansion would require hiring additional manufacturing instructional staff.

SCUSD Non-Discrimination Policy

Charles A, Jones Career and Education Center operates under the Sacramento City Unified School District, which prohibits discrimination, intimidation, harassment (including sexual

harassment), or bullying based on a person's actual or perceived ancestry, color, disability, race, or ethnicity, religion, gender, gender expression, gender identity, immigration status, national origin, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. For questions or complaints, contact Equity Compliance Officer and Title IX Coordinator: Stephan Brown – 5735 47th Avenue, Sacramento CA, 95824; 916.643.9425; stephan-brown@scusd.edu

Project Expected Timeline

The timeline below assumes that CAJ has an executed contract with the City of Elk Grove by Dec. 31, 2022. CAJ and SVMA will initially focus on the marketing strategy and related items such as a dedicated website, collateral materials, and social media targeting Elk Grove residents. CAJ hosts a weekly orientation for prospective students, allowing them to begin the testing and enrollment process as soon as all paperwork has been completed. The three key training programs: forklift certification, pre-apprenticeship training, and the nine-month manufacturing technician program, have staggered start dates, as identified below.

Each class or training program is limited to a maximum of 15 students, allowing multiple opportunities for Elk Grove residents to enroll. But none of the cohorts will be exclusive to Elk Grove residents. Because the forklift class is only one (1) day, enrollment in the forklift class is the easiest and allows one to begin working immediately, hence the multiple scheduled classes. The Introduction To Manufacturing, Material Handling & Logistics, and the Electro-mechanical Assembly have three (3) scheduled start dates, and Welding Fabrication I has one (1) scheduled start date. Each of these courses is a component of the longer Manufacturing Technician program offered as stand-alone component classes. Students are welcome to apply to transfer to the longer Program and receive credit for the components they have already taken. Classes are limited to 15 students based on the student-teacher ratio. The manufacturing technician program is a nine-month program, hence CAJ will offer only two (2) cohorts of this Program during the period of this proposal.

CAJ and SVMA propose that the timeline for training students will occur between January 9th, 2023, & Sep 30, 2024. This will provide the parties with adequate time to place the students with the employers, track their progress, provide any follow-up support, disburse the placement bonuses after ninety (90) days and prepare a final report to the City of Elk Grove.

There will be some flexibility in the schedule to add additional short-term classes, depending upon interest by the students, and adequate financial support to continue the Program. If CAJ finds that program interest and enrollment are high, but grant funds are limited, CAJ will inform the City of Elk Grove to determine if additional grant support is available.

finds that program interest and enrollment are high, but grant funds are limited, CAJ will inform the City of Elk Grove to determine if additional grant support is available.

Table 5 -Project Expected Timeline		
Milestone	Date	Prerequisite Milestone/Contingency
Contract Executed	Mar 1, 2023	Contract Awarded
Identify & Outreach to Key CBO Partners	Mar 1, 2023 Ongoing	Contract Executed
Update Manufacturing Cares Website	Mar 1, 2023 Ongoing	Marketing Strategy
In-House Marketing Flyers to CBO's	Mar 1, 2023 Ongoing	Marketing Strategy
Develop Marketing Plan; Social Media Ads Schedule; Professional Marketing Flyers; Career Fairs; Other identified strategies	Mar 1, 2023 Ongoing	Marketing Strategy
Start of Instructional Period	Mar 1, 2023	
Weekly Participant Orientation, Assessment and Registration	Mar 1, 2023 – Sep 30, 2024 Ongoing	Orientation, Assessment and Registration for Participating Elk Grove Residents
Forklift Operator Certification Training (1 Day)	24 classes offered from Mar 1, 2023 – Sep 30, 2024	Enrolled Elk Grove Residents
Material Handling & Logistics	3 Cohorts offered Between Mar 1, 2023 – Sep 30, 2024	Participant holds valid Forklift Operator Certification; Orientation, Assessment and Registration

Introduction To Manufacturing	3 Cohorts offered Between Mar 1, 2023 – Sep 30, 2024	Participant has successfully completed Orientation, Assessment and Registration
Electro-Mechanical Assembly class	3 Cohorts offered Between Mar 1, 2023 – Sep 30, 2024	Participant has successfully completed Introduction to Manufacturing; Orientation, Assessment and Registration
Manufacturing Technician -Welder Specialty Track Program	3 Cohorts offered Between Mar 1, 2023 – Sep 30, 2024	Participant has successfully completed Orientation, Assessment and Registration
Table 5 -Project Expected Timeline(Cont.) Welding Fabrication I	3 Cohorts offered Between Mar 1, 2023 – Sep 30, 2024	Participant has successfully completed Introduction to Manufacturing; Orientation, Assessment and Registration
End of Instruction Period	Sep 30, 2024	
Participant Job Placement activities	Mar 1, 2023 to December 31, 2024	Placement activities for Elk Grove participants who have completed a Regional Manufacturing Training Center program
Tracking Participant employment and Issuing of Placement Bonuses	May 2023 to December 2024	Placed with employer - must retain position for 90 Days
Tracking period ends for all participants	December 31, 2024	
CAJ, Lemon Hill Job Center & SVM draft final report to the City of Elk Grove	January 2025	Final Report generated

Reporting to the City of Elk Grove

Charles A. Jones will complete the following quarterly reports detailing and summarizing key activities and outcomes for the program, including the following elements:

- Marketing and outreach efforts
- Number of interested participants and number enrolled
- Number of graduates and number of participants who successfully secured employment
- Number of participants who retained employment for 90 days
- Budget expenditures

Report format and mode of delivery to be provided to the satisfaction of the City of Elk Grove.

5. Conflict of Interest Statement

Charles A. Jones Career and Education Center affirm, to the best of their knowledge, that there exists no actual or potential conflict of interest with family, business, or financial interest and the services provided under this Proposal. In the event of a change in either private interest or services under this Proposal, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the attention of the City of Elk Grove in writing.

6. Supportive Information/References

Resumes and Applicable Credentials of Key Staff

Exhibit 1: Angela Hatter's Resume

ANGELA L. HATTER

(916) 395-5800 Ext. 701011 Angela-Hatter@scusd.edu

EDUCATION:

Class of 1996 SAN FRANCISCO STATE UNIVERSITY

M.A. Adult Education

Class of 1989 UNIVERSITY OF CALIFORNIA, LOS ANGELES

B.A. Sociology/Business Administration

ADMINISTRATIVE / SUPERVISORY:

- Supervised K-12 and adult education CTE and academic programs with up to 50 teachers and staff
- Monitored statewide & local sites and data for operational, WASC & COE accreditation, and FSA compliance
- Responsible for teacher/staff recruitment, evaluation, training, and discipline – No. and So. California sites
- Analyzed WIOA, CAEP, Perkins, & other program budgets, from \$200K to \$6 million per year
- Collaborate with Parents, Probation, Sheriff, Parole; community partners; employment and social agencies
- Write course manuals & grants in career technical education, academic and human development areas
- Managed Criminal, Civil, and Family Law courtrooms and supervised court employees for 4 years
- Prepared court trial minutes, judgments, verdicts, calendars, reports and legal correspondence

TEACHER / COUNSELING:

- Developed program and teacher training materials for Parolee Education and Jail Education curricula
- Taught Basic Education & High School Diploma/GED courses to students in K-12 and adult settings

- Assessed learning needs using CASAS, Evidenced-Based Reading Instruction, SBAC and STAR assessments
- Managed computer lab daily operations, advertising, student recruitment and enrollment
- Taught adult ESL and GED courses in California, and English as a Foreign Language in South Korea
- Facilitated educational workshops - CDE, CASAS, CALPRO, CCAE, CATESOL, OTAN
- Counseled students on career goals and referred them to appropriate schools and agencies
- Certified Trainer: Parenting Inside Out, STAR-EBRI, Transitions Skills, Thinking for a Change & Seeking Safety
- Trained Superior Court employees in Family Law courtroom procedure

WORK EXPERIENCE:

11/16 – Present	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Adult Education Coordinator III / Site Administrator
1/00 – 11/16	CONTRA COSTA COUNTY OFFICE OF EDUCATION Principal -7 yrs * Program Coordinator * Mentor Teacher * Educational Consultant
9/97 – 12/99	HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT Computer-Assisted Learning ABE/GED Teacher (HLPUSD-CCCOE program)
5/96 – 5/97	JOONG ANG FOREIGN LANGUAGE INSTITUTE, South Korea English as a Foreign Language Teacher
4/94 – 12/95	RICHMOND ADULT SCHOOL, Richmond, CA Computer-Assisted Learning HS Diploma/GED Teacher
10/93 – 1/94	LOS ANGELES UNIFIED SCHOOL DISTRICT, Los Angeles, CA Instructional Aide (Part-time)
8/89 – 5/93	LOS ANGELES SUPERIOR COURT, Los Angeles, CA Judicial Assistant * Acting Chief Clerk * Family Law Court Clerk Instructor

COMPUTER SKILLS:

- Proficient: Microsoft Word, Excel, PowerPoint & Outlook; Adobe Acrobat; Internet.
- Experienced with information data systems and educational software including: Munis; Escape; Aeries; TOPSpro Enterprise; ASAP; AZTEC; Burlington English; Odysseyware; Reading Horizons

HONORS / CREDENTIALS:

- Clear Administrative Services Credential
- Clear Adult Education Designated Subjects Credential – Elementary/Secondary Basic Skills and Social Sciences
- Graduate Award of Distinguished Achievement in Education and Graduate Scholastic Achievement Award, 1996

Exhibit 2: Todd Frazee's Resume

Todd Frazee

Cameron Park - 408-807-9125 - Todd-Frazee@scusd.edu

SUMMARY	<ul style="list-style-type: none">- Over 20 years of manufacturing experience- Developed instructional materials for industrial settings including presentations, instructions, multimedia tutorials.- Developed plans for equipment implementation, processes improvement, training, safety, & quality standards.
COMPUTER SKILLS	<ul style="list-style-type: none">- Fluent in M.S. Office Suite & Management tools: Outlook, Word, Excel, PowerPoint, Project & Visio- Instructional Systems: Canvas LMS, Adobe Spark, Articulate Storyline 360, PowerDirector 18
CREDENTIALS	<p>Career Technical Education Teaching Credential 210042883 Exp. 4/1/2026 -Manufacturing and Product Development</p> <p>Authorized OSHA Safety and Health Outreach Trainer -OSHA General Industry Authorization 34-0080330 Exp. 11/6/2024 -Cal/OSHA General Industry Authorization 34-0080363 Exp. 11/6/2024</p> <p>Certified Powered Industrial Truck [Forklift] Operator Trainer Exp. 10/14/2023 -Class I-V Industrial Lift Trucks</p>
EDUCATION	<p>M.Ed Learning Design and Technology August 2020 Arizona State University, Tempe AZ</p> <p>B.A. Industrial Arts –Product Development January 1996 San Francisco State University, San Francisco, CA - Honors: Magna Cum Laude, Golden Key Honor Society, Epsilon Pi Tau</p>
EXPERIENCE	
<u>Manufacturing Instructor</u>	
Charles A Jones Career and Education Center, Sacramento, CA	October 1, 2020-Present
Primary Career Technical Education (CTE) instructor for the manufacturing Pre-Apprenticeship program. Has provided technical training and certification to successful program participants since its launch in the Fall of 2020. Developed the Pre-Apprenticeship program and the related nine-month Manufacturing Technician Program which will roll out the first pathway to students in the Fall semester of 2022.	
<u>Adjunct Assistant Professor/ PEX Contractor</u>	
-Manufacturing and Industrial Technology Dept. (MITECH) Folsom Lake College, Folsom, CA	January 2020-Present

Initially worked for Folsom Lake College (FLC) on contract to develop a new advanced manufacturing program curriculum titled Manufacturing and Industrial Technology (MITECH) and act as a subject matter expert for Strong Workforce Grant Proposals. The MITECH program involved the curriculum development of a new associate's Degree and three certificate programs that required the addition of eleven new courses. Transitioned to an Adjunct Assistant Professor position to teach new MITECH course offerings in the Fall of 2021 semester and currently teaching MITECH courses for FLC on a part-time basis.

Adjunct Professor

-Advanced Manufacturing Dept (ADVM) & Drafting and Engineering Support Dept. (DES)

Sierra College, Rocklin, CA

January 2019-June 2021

As a part-time Adjunct Professor who developed lesson plans and taught advanced manufacturing courses offered by Sierra College Advanced Manufacturing Department (ADVM). Collaborated with Sacramento Valley Manufacturing Alliance (SVMA) to offer a custom course offering involving five guest co-instructors from SVMA member companies. Taught Intermediate level mechanical drafting course for the DES department as well.

Manufacturing Engineering Manager

Aerometals Inc., El Dorado Hills, CA

September 2012 - September 2018

Manufacturing Engineering Manager with a cross-functional working relationship with multiple groups including Project Engineering, Quality, and Fabrication groups for all product lines. Directly managed Manufacturing Engineering Group focused specifically on supporting the manufacture of aircraft parts for U.S. Government contracts.

Manufacturing Engineering Manager

Schilling Robotics, Shingle Springs, CA

July 2010 - May 2012

Managed the Manufacturing Engineering Group at the Shingle Springs Fabrication Facility. Manufacturing Engineering Group included CAD/CAM Programmers and Manufacturing Engineers.

Laboratory Manager

Eloret Corporation, Sunnyvale, CA (Worksite TSM TPSMP Lab, NASA ARC, Moffett Field, CA)

July 2007- July 2010

Managed all operations and projects for Eloret Corporation's presence in the NASA ARC Thermal Protective Systems Materials Processing Laboratory.

President, Owner/Operator

Cycle Start, Inc., Sunnyvale, CA

August 2000 - July 2007

Founded company in 2000 and built it from the ground up. Cycle Start, Inc. specialized in custom CAD/CAM machining, fabrication of prototypes, and short-run production.

Project Manager, CAD/CAM Programmer

Contour Inc., Mountain View, CA

August 1995 - August 2000

Lead teams of technicians to fabricate complicated prototypes. Utilized Pro/Engineer to model client designs, SURFCAM CAD/CAM System to CAD/CAM program complicated machined prototypes & casting patterns.

Exhibit 3: Todd Frazee's Credentials





Career Technical Education Teaching Credential



OSHA Authorized General Industry Trainer Card [Federal]



OSHA Authorized General Industry Trainer Card, Cal/OSHA [State]

 <p>OSHA Occupational Safety and Health Administration</p> <p style="text-align: right;">34-0080363</p> <p style="text-align: center;">General Industry Safety and Health</p> <p>This card acknowledges that the recipient has successfully completed the required training to be designated as an OSHA Authorized General Industry Trainer, Cal/OSHA</p> <p style="text-align: center;">TODD RYAN FRAZEE</p> <p>Completion of this course authorizes the trainer to conduct 10- and 30-hour General Industry courses in accordance with Outreach Training Program requirements</p> <p> Deputy Director, Directorate of Training and Education</p> <p style="text-align: right;">11/06/2024 Expiration Date</p>	 <p style="text-align: right;">800-358-9206 extension.ucsd.edu/oshaverification</p> <p>This card identifies the bearer as an authorized Outreach trainer, authorized to conduct outreach courses in accordance with OSHA's Outreach Training Program Requirements. The card is not a verification of the bearer's skills, knowledge, or abilities.</p> <p>Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.</p> <p>For OSHA Outreach Training program go to "Training" at www.osha.gov</p>  <p style="text-align: right;">Rev. 1/2016</p>
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Powered Industrial Truck Trainer Certification for Class I-VII Vehicles

Certificate of Completion


In recognition of your achievements in continuous learning and dedication to occupational health and safety



TODD FRAZEE

has successfully completed the
Toyota Material Handling Powered Industrial Truck
"Train the Trainer" Course for Class I-VII


Company Name: **CHARLES A JONES CAREER & EDUCATION CENTER**

Completion Date: **10/15/2020** Expiration Date: **10/14/2023**

Instructor's Name: **Mark Gates** Instructor Signature: 

1(800) 527-3746



www.tmhnc.com






Exhibit 4: Eileen Ramos-Prince's Resume

Eileen Ramos- Prince

I Telephone: (916) 395-5800 Ext. 70-1059 | Email: Eileen-Prince@scusd.edu

Core Competencies

Execution	Team Management Strategy	Solution-Focused Driven
Decision Making	Development Risk	Maintain Confidentiality
Effective Communication	Management Negotiation/Networking	Financial Accounting Skills
Technical Competence	Excellent Organization	Contract Management /Compliance
Business Acumen	Task Management	

Education

B.S. Financial Accounting: University of Puerto Rico
Master -Business Administration: American University of Puerto Rico
Project Management, Certificate Program: University of California, Berkley
California State University, Sacramento: Workforce Development Apprenticeship Program
In Progress: Phoenix University: Social Services (COVID-on HOLD)
Section 504 Accommodation Plan Development: SCUSD-Student Support & Health Services Department

Skills & Abilities

Supervise school front office and job center staff. Manage school and financial records. Collect, compile, interpret, and manage data WIOA Title I,II , CAEP and Adult Education Program for state and federal reports; monitor the documentation and timelines for all federal and state reports to assure compliance with funding requirements.

System alignment of social services, job center services, Adult Education, and other partners to ensure services are provided for efficiency and ensure all population are receiving required and needed services. Train job center staff and agency partners and hold bi-weekly staff meetings, monitor and approve WIOA Title I training scholarships, budgets and supportive services. Monitor, prepare and approve WIOA Title II and CAEP budgets and program activities. Responsible for the contractual requirements and performance measures are met for the following WIOA Title I Job Center Grant Programs: Adult, Dislocated Worker, Out of School Youth, and ELL Workforce Navigator Program. Develop integrated partnerships for a seamless One-Stop of incorporate services for the common customers served by multiple program partners of the American Job Center. Implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings and align where necessary. Attend SETA Job Center Supervisor Meetings and Trainings. Develop 504 Accommodation Plans for ESL, ABE, HSE and CTE Students. Capital Adult Education Regional Consortium (CAERC) Network of Transition Navigators - SCOE.

Experience

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Adult Education Manager III - Charles A. Jones Career & Education Center	Specialist II - Assessment, Research & Evaluation January 2020 - Present
Adult Education Supervisor II - Charles A. Jones Career & Education Center	March 2018 - December 2019
Education Entrepreneur - Charles A. Jones Career & Education Center	July 2010 - March 2018
Management Information Technician - Charles A. Jones Career & Education Center	July 2009 - June 2010 October 2004 - June 2009
Technical Specialist - Office of the Superintendent Application	July 1994 - October 2004

Exhibit 5: Dean Peckham's Resume

Dean Peckham

Sacramento - 916-508-0892 - dpeckham@sacvalleymfg.org

Executive Director

Sacramento Valley Manufacturing Alliance
Sacramento, CA

(2017 – Present)

Executive director and a Founding member of Sacramento Valley Manufacturing Alliance (SVMA). SVMA was founded 4.5 years ago and has led the organization's efforts as a regional leader in developing and supporting educational and workforce development partnerships and programs. SVMA is focused on developing manufacturing career pathways for youth and adults, with a focus on the equity and inclusion of underrepresented populations in the region.

Leadership:

- Responsible for implementing SVMA's strategic objectives.
- Responsible for day-to-day administrative responsibilities.
- Development of strategic partnerships.
- Implemented 2 manufacturing pre-apprenticeship programs (2018 & 2019) in collaboration with Sierra College to train 28 individuals for careers as machinists.
- Managed State of CA CAI grant to train four individuals as CNC journeyman machinists.
- Four individuals received apprenticeship certification from the U.S. Dept of Labor and the C.A. Dept of Apprenticeship Standards.
- In 2020 successfully lead SVMA's collaboration with the Charles A Jones Career & Education Center (CAJ) to develop the Regional Manufacturing Training Center (RMTC) and the Manufacturing Pre-Apprenticeship Program. SVMA members donated over \$250,000 in equipment to the RMTC.
- Secured and managed a \$160,000 SETA RPI grant to development the CAJ RMTC, and implement a CNC Machinist Apprenticeship Program.
- Successfully secured and managed a \$262,000 grant from the City of Sacramento CARES Program to train 62 individuals in the manufacturing pre-apprenticeship program. Grant supported, equipment purchase, training, and job placement with area manufacturers.
- In 2021 & 2022 SVMA received approval from the U.S. Dept of Labor and the C.A. Dept of Apprenticeship

Standards. for the CNC Machinist Apprenticeship program

Program Consultant

California Capital
Sacramento, CA

(2017/2018)

Program consultant to California Capital providing employer outreach and marketing supporting various small business programs, including health care, and manufacturing.

Senior Project Manager

City Of Sacramento, Economic Development Department
Sacramento, CA

(1992 – 2017)

Prior to leading SVMA Dean served as senior project manager for the City of Sacramento Economic Development Dept, overseeing the region's Enterprise Zone, the conversion of the Sacramento Army Depot to the Depot Business Park, City business retention efforts, and the City's local hiring/recruitment manager of qualified construction contractors and employees building the Golden 1 Center (Home of the Sacramento Kings Basketball team).

Project References

Exhibit 6: Charles A. Jones Career and Education Center

SETA RPI Grant Contact:

Roy Kim, Deputy Director
925 Del Paso Blvd
Sacramento, CA 95815
roy.kim@seta.net
916-263-3814

City of Sacramento CARES Grant

Ms. Kriztina Palone, Workforce Development Manager
915 I Street
Sacramento, CA 95814
kpalone@cityofsacramento.org
916-808-2260

Exhibit 7: Sacramento Valley Manufacturing Alliance

2018/2019 Pre-Apprenticeship Program

Amy Schulz -Dean of Business and Technology
Sierra College
5100 Sierra College Blvd.
Rocklin, CA 95677
(916) 660-7802
aschulz1 @ sierracollege.edu

2020/2021 CAI Apprenticeship Grant

Connie Ayala
Director, American Apprenticeship Initiative
American River College
Workforce Development
Lower Library
ayac@arc.losrios.edu
(916) 484-8694

SETA RPI Grant Contact:

Roy Kim, Deputy Director
925 Del Paso Blvd
Sacramento, CA 95815
roy.kim@seta.net
916-263-3814

City of Sacramento CARES Grant

Ms. Kriztina Palone, Workforce Development Manager
915 I Street
Sacramento, CA 95814
kpalone@cityofsacramento.org
916-808-2260

Detailed Intake Process Outlines

Exhibit 8: Basic Career Services: Information-only and Self-service activities (WIOA Title I enrollment not required)

I. Welcoming/Engaging the Customer – Basic Career Services- Basic Career services: Information-only and Self-service activities (WIOA Title I enrollment not required)

A. Customer's first visit may include (In no specific order):

- Orientation/Tour of the Center
The orientation/tour will include an explanation of available services provided by the SWAJCC system.
- Completion of the CalJOBS Registration
Customers may have registered in CalJOBS prior to their initial contact with staff. If the registration has not been completed, they will need to complete the online CalJOBS Registration Form (WIOA).
- Receipt of a SWAJCC Welcome Packet
The Welcome Packet Documents include, at a minimum:
 1. Welcome packet cover sheet
 2. CalJOBS Registration Form (WIOA)
 3. Job Seeker's Code of Conduct
 4. WIOA Complaint-Grievance Procedures
 5. SWAJCC Authorization for Release of Confidential Information

The SWAJCC Authorization for Release of Confidential Information form must be signed and dated by the customer acknowledging they have received copies of: Job Seeker's Code of Conduct, WIOA Complaint/Grievance Procedures, and SWAJCC Authorization for Release of Confidential Information. Staff will scan the signed form into the CalJOBS and return the original to the customer.

- Assignment of a SWAJCC Card
After registration in CalJOBS a card is assigned to the customer's account; the SWAJCC card facilitates the tracking of services a customer receives.

A replacement card can be issued if the card becomes deactivated or lost.

B. Basic Career services that are self-service or informational-only activities (In no specific order):

- Welcome MAP (My Action Plan) – Optional

Staff should encourage the customer to use the MAP as a self-service tool to identify employment/work readiness goals and action steps.

- **Self-Directed Assessments-Skills Assessments**

All customers should be encouraged to complete an initial vocational assessment, including literacy, numeracy, and English language proficiency, as well as aptitudes and abilities assessments.

Below is a list of assessments provided by the SWAJCCs:

- Quick Guide – A skills-based assessment that measures reading for information, locating information, and applied math (This assessment is required if accessing Individualized career or Training services; not required if the customer possesses a post-secondary degree)
- CalJOBS Career Assessments (Interest, Skills, and/or Values)
- O*Net On-line/My Next Move
- Other partner and/or online assessments

- **Background Wizard-Skills Identification**

Staff should encourage all customers to complete the Background Wizard. The Background Wizard allows the customer to identify skills and abilities they possess and auto-populates a portion of the CalJOBS online resume. Completion of the Background Wizard will also assist staff with targeted employer recruitment. The Background Wizard includes the Online Application which can be used by employers searching for potential job candidates. If critical information is incomplete or missing in the Background Wizard, important employment opportunities may be missed.

- **Resume Development and Updating**

Staff should encourage all customers to complete the online CalJOBS resume(s). The CalJOBS resume assists employers with finding appropriate candidates. Other resume computer applications, such as WinWay, are available.

- **Job Search**

The SWAJCC resource rooms are equipped with computers, internet access, job search tools and phones. The customer can use the resource room to search for online job vacancies, to apply for open job positions, to create resumes, to communicate with potential employers, and to connect to community resources.

- **Informational Sessions**

Information-only services provide information that does not require an assessment of the individual's skills, education or career objective by staff. Staff should encourage all customers to attend information-only sessions such as, orientation, interview, resume, labor market information, assessment tools, employer overviews, and navigating CalJOBS.

- **Labor Market Information**

Information on how to assist the customer in targeting and identifying jobs with their current skills and/or required skills and education that are in demand in the local area.

Exhibit 9: Individualized Career services: WIOA Title I Program Enrollment required

II. Individual and Staff Assisted Career Services

If Customers need assistance beyond self-directed and information only services to help them gain employment at any point along their career pathway, the following services can be provided:

- Comprehensive/Specialized Assessments and Testing
- Career Counseling
- Individual Counseling
- Individual Employment Plan
- Financial Literacy
- Short-term Pre-vocational Services
- English as Second Language (ESL) Assistance
- Referral to Targeted Partner Services/Community Resources
- GED Preparation Assistance
- Entrepreneurial Guidance
- Small Business Assistance
- Workshops
- Interview Preparation and Mock Interviews
- Resume Development
- Soft Skills Counseling and/or Workshops
- Peer Group Workshops
- Supportive Services
- Ticket to Work- Ticket to Work Enrollment and Orientation Process (WDD16-4)

A. Individualized Career and Training Services

Customers who demonstrate a need for services leading to employment beyond Basic Career services may be enrolled in Individualized Career and/or Training services.

- To determine suitability for enrollment, the following indicators can help identify the customer's
- commitment to the enrollment plan:
- Customer is unemployed or underemployed
- Customer has consistently attended self-service activities
- Customer has expressed the need for career guidance
- Customer has expressed the need for additional assistance for employment preparation
- Customer has inquired about skill development/training needed to obtain employment

B. Preparation for Enrollment

1. Customer Status Review in CalJOBS

Before moving forward with a new enrollment, staff must review the customer's record in CalJOBS (which could include past and current enrollments, case notes and activities). If a customer has received prior services, every effort should be made to contact prior staff, including other Local Workforce Development Area (LWDA) staff before initiating any individualized services.

2. Eligibility

The coach must verify and record eligibility for the categories below:

- Right-to-work documents (See Form I-9, Employment Eligibility Verification)
- Age/birthdate
- Selective service registration (if applicable)
- If applicable, Dislocated Worker verification (Dislocated Worker Worksheet) All documents must be scanned into CalJOBS.

For additional information see the Eligibility or Demographic Data Collection and Criteria (I.S. 22-09).

3. Priority of Service

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

As required under WIOA Section 134(c)(3)(E), with respect to Individualized Career and Training Services, priority of service must be given to recipients of public assistance, other low-income

individuals, individuals who are basic skills deficient and other individuals in accordance with the Priority of Service Policy. Priority of service status is established at the time of eligibility determination and does not change during the period of enrollment. Priority does not apply to the dislocated worker population, with the exception of Veterans. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA Adult program eligibility criteria.

4. Self Sufficiency Calculator

An individual who meets the eligibility requirements specified above may participate in the WIOA Adult program. The Sacramento Works Board has approved the use of the Self-Sufficiency Calculator to determine priority of service, and the need for WIOA-funded training and supportive services, but it is no longer a condition of eligibility. In addition, income is an important

factor in determining suitability for services, and staff must refer students to the website below before enrolling adult customers.:

<https://insightccd.org/tools-metrics/self-sufficiency-standard-tool-for-california/>

C. Point of WIOA Title I Enrollment

CalJOBS Registration Addendum Form (WIOA)

The Addendum must be completed, signed and dated upon enrollment.

Staff signature will verify review of the Addendum for completeness and accuracy. Staff will scan all pages of the Addendum into the customer's Documents folder in CalJOBS.

One-on-One Comprehensive Assessment and Basic Skills Assessment

Customers needing staff assisted services must complete, at a minimum, a one-on-one comprehensive assessment and a basic skills assessment.

One-on-One Comprehensive Assessment (required beyond basic services)

The coach will conduct a one-on-one comprehensive assessment to review the customer's strengths and barriers to employment. This will assist in developing an Individual Employment Plan (IEP) that includes short-term and long-term goals with an emphasis on developing a career pathway. Career pathways are small groups of occupations within a career cluster and coordination of education, training and/or other services that help individuals advance within an industry or occupation. Occupations within a pathway share common skills, knowledge, and interests that can lead to occupational advancements within the career cluster. The coach should also connect customers to WIOA Partner and/or Community Resources not provided by the SWAJCC.

Basic Skills Assessment—(required for enrollment)

The basic skills assessment should measure key skills, such as basic reading and math skills. Though it is encouraged that the Quick Guide be used to measure key workforce skills, such as, reading for information, locating information, and applied math, other recognized assessments can be used. A Basic Skills Assessment is not required if customers possess a post-secondary degree.

Development of the Individual Employment Plan (IEP) (required for enrollment)

The information obtained from the comprehensive assessments will assist the coach in the development and implementation of the [Individual Employment Plan](#) for a customer entering into Individualized Career and/or Training Services.

The IEP typically includes the following:

- Identification of personal or pre-employment strengths and assets
- Identification of barriers to employment, which need to be addressed prior to the start of skill development or job search.
- Background Wizard/Skills Review- Before services begin, the customer will start the Background Wizard in CalJOBS. The Coach will verify the Background Wizard is up-to-date and complete within a month of the customer's enrollment date.
- For the approval of Training assistance, coaches must verify the Background Wizard is complete and up-to-date.

Customers enrolled into Work Preparedness programs (e.g. ABE/GED, ESL/VESL, and/or Job Readiness) will complete the Background Wizard during or after completion of the training program and are not required to complete the Background Wizard at time of enrollment. A case note should be included that justifies why the Background Wizard was not completed at time of enrollment.

- Determine the objectives and supporting goals with the associated timeframes in meeting each goal successfully.
- Determine partner resources and coordination of those resources to help meet the customer's planned goals.
- Determine customer suitability for individualized career services; may include training (job readiness training, vocational, career pathways training, and/or OJT) and/or supportive services.

D. Case Review Team

The Case Review Team (CRT) approval process must be used prior to the expenditure of any funds. The [CRT- Scholarship-Tuition Approval Form](#) will be completed and signed to reflect: approval or denial, or Not at this Time for training. Additionally, the [CRT-Supportive Services and Incentives Request and Approval Form](#) will be completed and signed to reflect the need for Supportive Services according to the customer's planned activities.

The CRT may consist of a supervisor(s), partner(s), coordinator(s), coach(s), and if necessary, the customer needing services. At a minimum, the CRT should consist of a supervisor and a coach. CRTs may also be used for enrollment and/or exit at the supervisor's discretion

Overview Of The Region's Manufacturing Sector

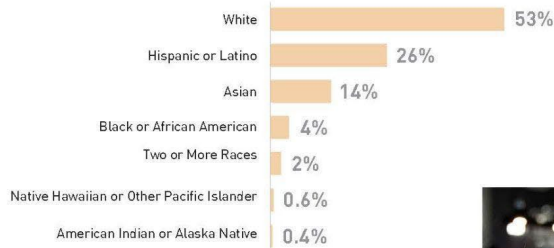
Exhibit 10: North Advanced Manufacturing



SECTOR DEMOGRAPHICS

North (Greater Sacramento), 2020

Race and Ethnicity



Racial and Ethnic Diversity

No. of white workers = 18,748
 No. of non-white workers = 16,812

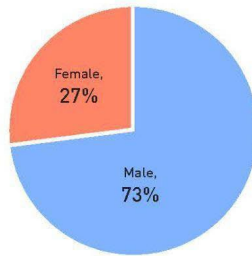
In 2020, 47% of the sector's workforce identified as non-white.

Gender

Gender Diversity

No. of male workers = 26,070
 No. of female workers = 9,491

In 2020, women represented approximately 27% of the sector's workforce.

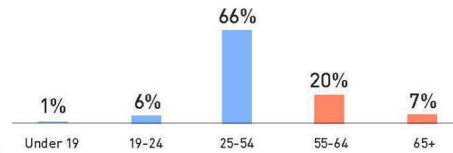


Age

Retirement risk

No. of workers 55-64 = 7,270
 No. of workers 65+ = 2,362

In 2020, 27% of the sector's workforce was within 10 years of retirement.



JOB POSTINGS

EMPLOYERS WITH THE MOST JOB POSTINGS

Intel Corporation	PepsiCo Inc.
Siemens	Northrop Grumman
Bayer Corporation	Nor Cal Beverage Company Incorporated
Danaher Corporation	Kratos Defense & Security Solutions, Inc.
Stryker Medical	Mondelez International
Caterpillar Incorporated	
Teledyne Technologies	
Jeld Wen	

13,818
 Job Postings
 Manufacturing
 Sector,
 Sept 2020 - Aug 2021

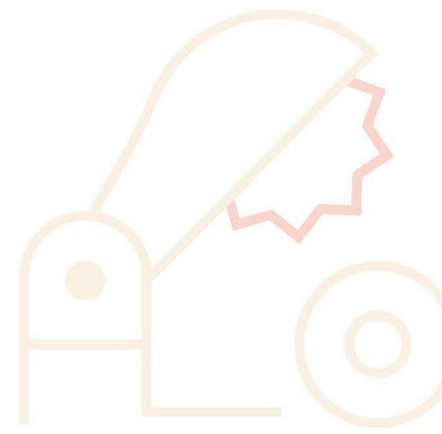
Occupations with the Most Job Postings

Middle Skill Occupations	Number of Job Postings
Maintenance and Repair Workers, General	318
Calibration Technologists and Technicians and Engineering Technologists and Technicians, Except Drafters, All Other	245
First-Line Supervisors of Production and Operating Workers	210
Industrial Production Managers	159
Industrial Engineering Technologists and Technicians	111
Inspectors, Testers, Sorters, Samplers, and Weighers	106
First-Line Supervisors of Mechanics, Installers, and Repairers	99
Inspectors, Testers, Sorters, Samplers, and Weighers	106
Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders	81
Electrical, Electronic, and Electromechanical Assemblers, Except Coil Winders, Tapers, and Finishers	67
Welders, Cutters, Solderers, and Brazers	59
Machinists	57
Industrial Machinery Mechanics	55

High Skill Occupations	Number of Job Postings
Mechanical Engineers	137
Architectural and Engineering Managers	94
Electrical Engineers	83
Industrial Engineers	41

In-demand Skills and Certifications

Top Skill Clusters	Top Certifications
- Equipment repair and maintenance	- OSHA Forklift
- Machinery	- Welding
- Quality assurance and control	- American Society for Quality (ASQ)
- Manufacturing processes	- Project Management
- Hand tools	- Welding Inspector
- Machine tools	- AWS D1.1 Structural Welding
- Drafting and Engineering Design	- Licensed Professional Engineer
- Project management	
- Welding	



OCCUPATIONAL DEMAND

Design and Drafting

Occupations	Avg. Annual Openings (2020 - 2025) below Avg. Annual Openings	Wage Ranges (25th - Median - 75th Percentile)
Architectural and Civil Drafters	78	\$24.43 \$30.23 \$38.63
Mechanical Drafters	23	\$19.44 \$27.40 \$35.24
Electrical and Electronics Drafters	21	\$21.91 \$28.10 \$36.32
Drafters, All Other	11	\$24.27 \$32.67 \$40.86

Living Wage - Single Adult (\$14.53)

Engineering Technologies

Occupations	Avg. Annual Openings (2020 - 2025) below Avg. Annual Openings	Wage Ranges (25th - Median - 75th Percentile)
Electrical and Electronic Engineering Technologists and Technicians	93	\$26.02 \$33.41 \$40.19
Civil Engineering Technologists and Technicians	65	\$28.70 \$40.05 \$46.60
Surveying and Mapping Technicians	54	\$27.14 \$33.95 \$44.17
Calibration Technologists and Technicians and Engineering Technologists and Technicians, Except Drafters, All Other	45	\$27.53 \$35.72 \$57.38
Electrical and Electronics Repairers, Commercial and Industrial Equipment	20	\$25.12 \$29.42 \$33.80
Aerospace Engineering and Operations Technologists and Technicians	15	\$24.52 \$32.14 \$40.71
Industrial Engineering Technologists and Technicians	14	\$32.45 \$41.85 \$47.70
Mechanical Engineering Technologists and Technicians	12	\$32.28 \$39.73 \$53.44
Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	11	\$28.31 \$35.24 \$42.52
Avionics Technicians	8	\$21.75 \$31.12 \$36.43
Electro-Mechanical and Mechatronics Technologists and Technicians	8	\$15.35 \$21.58 \$29.77
Electric Motor, Power Tool, and Related Repairers	7	

Living Wage - Single Adult (\$14.53)

Manufacturing and Production

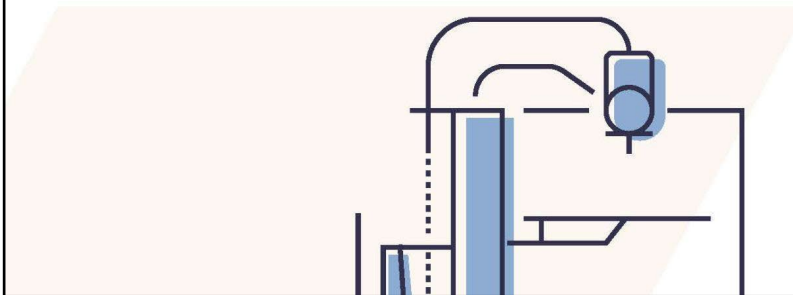
Occupation	Avg. Annual Openings (2020 - 2025) below Avg. Annual Openings	Wage Ranges (25th - Median - 75th Percentile)
Maintenance and Repair Workers, General	898	\$16.90 \$21.76 \$26.80
Installation, Maintenance, and Repair Workers, All Other	243	\$16.67 \$20.73 \$27.70
First-Line Supervisors of Production and Operating Workers	211	\$23.45 \$30.99 \$40.06
Inspectors, Testers, Sorters, Samplers, and Weighers	209	\$16.58 \$20.44 \$27.66
Packaging and Filling Machine Operators and Tenders	159	\$13.86 \$15.45 \$19.57
Industrial Machinery Mechanics	135	\$21.62 \$30.20 \$37.87
Machinists	130	\$16.89 \$21.07 \$27.24
Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic	35	\$16.61 \$19.68 \$23.07
Chemical Equipment Operators and Tenders	35	\$25.50 \$31.13 \$40.62
Computer Numerically Controlled Tool Operators	32	\$15.50 \$22.58 \$30.14
Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders	32	\$17.06 \$19.87 \$24.61
Control and Valve Installers and Repairers, Except Mechanical Door	31	\$26.34 \$38.71 \$51.16
Computer Numerically Controlled Tool Programmers	10	\$20.53 \$28.98 \$35.22
Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	4	\$21.82 \$27.02 \$34.08

Living Wage - Single Adult (\$14.53)

Welding

Welding Occupations	Avg. Annual Openings (2020 - 2025) below Avg. Annual Openings	Wage Ranges (25th - Median - 75th Percentile)
Welders, Cutters, Solderers, and Brazers*	202	\$18.45 \$22.50 \$28.24
Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	38	\$17.16 \$20.39 \$25.72

Living Wage - Single Adult (\$14.53)



Engineering (Transfer)

Engineering (Transfer) Occupations	Avg. Annual Openings (2020 - 2025)	Wage Ranges		
Civil Engineers	414	\$46.09	\$58.64	\$70.57
Architectural and Engineering Managers*	128		\$63.91	\$77.56
Electrical Engineers	111	\$36.83	\$51.59	\$67.55
Mechanical Engineers	84	\$37.26	\$47.18	\$59.11
Engineers, All Other	73	\$39.21	\$51.16	\$63.71
Industrial Engineers	48	\$36.31	\$45.32	\$57.64
Electronics Engineers, Except Computer	39	\$46.76	\$57.58	\$66.40
Aerospace Engineers	6	\$38.96	\$57.57	\$74.02
Materials Engineers	5	\$40.73	\$55.50	\$67.45

Living Wage - Single Adult (\$14.53)



North (Greater Sacramento) Training Pathways

TRAINING PATHWAYS & PROGRAMS					
COLLEGE	Design and Drafting	Engineering Technologies (including electronics, mechatronics, and robotics)	Manufacturing and Production	Welding	Engineering (Transfer)
American River	Design Technology (C/D)	Advanced Electronics and Telecommunications (C)	Millwright Apprenticeship (C/D)	Welding Technology (C/D)	Civil Engineering (T)
	Engineering Technology (C/D)	Digital Home Technology Integration (C)	Millwright Levels I, II, and III (C)	Welding Technology: Shielded Metal Arc Plate & Pipe Welding (C)	Electrical Engineering (T)
		Digital Repair and Upgrade Technician (C)		Welding Metallurgy and Inspection (270 hours) (C)	Mechanical Engineering (T)
		Electronic Systems Technology (C/D)			
		Mechatronics (C/D)			
		Robotics (C)			
Cosumnes River				Welding Technology (C/D)	Civil/Mechanical Engineering (T)
				Welding Code (C)	Electrical/Computer Engineering (T)
				Welding Fabricator (C)	Engineering (T)
Folsom Lake			Modern Making (C)		Engineering (T)
	Architectural/Structural Drafting (C)	Automated Systems Technician (C/D)	Applied Apparel Studies Construction (Fashion) (C)		Civil Engineering (T)
Sacramento City	Engineering Design Technology (C/D)	Electronics Facilities Maintenance Technician (C/D)	Applied Apparel Studies (Fashion) (D)		Electrical/Computer Engineering (T)
	CAD Technology (C)	Electronics Mechanic (C)			General Engineering (T)
	Electric Design (Power and Lighting Systems) (C/D)	Aeronautics - Combined Airframe & Powerplant (C/D)			Mechanical/Aeronautical Engineering (T)
	Mechanical Design (HVAC/Plumbing Systems) (C/D)				
	Surveying/Geomatics (C/D)				
Sierra	Drafting and Engineering Support: Mechanical/Civil (C/D)	Civil Engineering Technology (C)	Advanced Manufacturing (C/D)	Welding Technology (C/D)	Engineering (T)
		General Engineering Technology (C)			
		Mechatronics Technology (C/D)			
Woodland				Welding Technologies (C)	
				Advanced Welding Technologies (C)	
Yuba				Welding Technologies (D)	
				Introductory Welding Technologies (C)	
				Advanced Welding Technologies (C)	



Other Training in Engineering Technology and Manufacturing

Charles A. Jones Career and Education Center

Manufacturing Pre-Apprenticeship (in collaboration with Sacramento Valley Manufacturing Alliance (SVMA))

Engineering Bachelor Degree Programs

CSU Sacramento

Civil

Computer

Electrical and Electronic

Mechanical

UC Davis

Aerospace

Chemical

Civil

Computer

Electrical

Materials Science

Mechanical

CSU Chico

Advanced Manufacturing and Applied Robotics

Mechanical

Mechatronic



Web links

COE: <http://coeccc.net/>

California Community Colleges: <https://www.cccco.edu/>

NFN Regional Consortium: <https://nfnrc.org/>

Notes

The North (Greater Sacramento) subregion represents seven-counties, including El Dorado, Nevada, Placer, Sacramento, Sutter, Yolo, and Yuba.

The North (Greater Sacramento) Advanced Manufacturing sector is defined by 159 six-digit NAICS industries within the Manufacturing sector (NAICS 31-33). Please contact the North/Far North Center of Excellence for additional information

Sources

EMSI 2021.3, QCEW Employees, Non-QCEW Employees, and Self-Employed

Burning Glass Labor Insights, the Manufacturing sector (NAICS 31-33) in the North (Greater Sacramento) subregion

Disclaimers

All representations included in this report have been produced from primary research and/or secondary review of publicly and/or privately available data and/or research reports. Efforts have been made to qualify and validate the accuracy of the data and the reported findings; however, neither the Centers of Excellence, COE host District, nor California Community Colleges Chancellor's Office are responsible for applications or decisions made by recipient community colleges or their representatives based upon components or recommendations contained in this study.



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California Community Colleges



C.O.E.
CENTERS OF EXCELLENCE
FOR LABOR MARKET RESEARCH



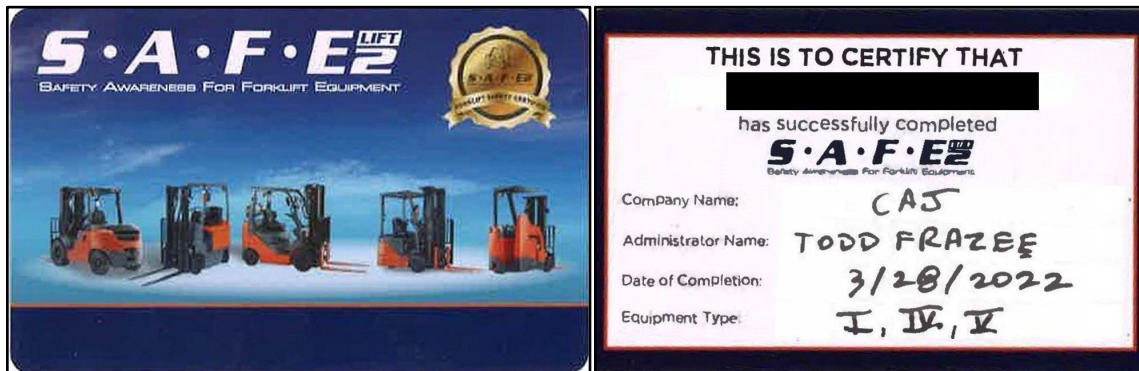
Illustrative Exhibits

Exhibit 11: Certifications and Certificates Issued by CAJ Programs

Certified Manufacturing Associate Certificate (CMfgA) issued by SME



Forklift Operator Certification Card Issued by CAJ Certified Trainer







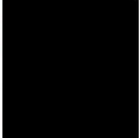
Forklift Operator Certification Certificate Issued by CAJ Certified Trainer



SME ToolingU Manufacturing Pre-Apprenticeship Completion Certificate



10-Hr. Cal/OSHA General Industry Safety and Health Card Issued by UCSD OTI

<p> OSHA Occupational Safety and Health Administration</p> <p>34-7020496 </p> <p><small>This card acknowledges that the recipient has successfully completed:</small></p> <p>10-hour General Industry Safety and Health</p> <p>Cal/OSHA</p> <p>This card issued to: </p> <p><u>TODD FRAZEE</u> <u>06/09/2021</u> Trainer Name Date of Issue</p>	<p> OSHA Training Institute Education Centers University of California, San Diego</p> <p>800-358-9206 extension.ucsd.edu/oshaverification</p> <p>OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.</p> <p>Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.</p> <p>To verify this training, scan the QR code with your mobile device. </p> <p>Rev. 1/2016</p>
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CAJ Manufacturing Training Program Descriptions

Exhibit 12: Manufacturing Technician Program Description:

TOTAL HOURS: 900

This Program prepares the student with the principles and technical skills for manufacturing products. The core competencies related to industrial processes covered in this Program are rooted in California/Occupational Safety and Health Administration (Cal/OSHA), Society of Manufacturing Engineers (SME), National Institute of Metalworking Standards (NIMS), and American Welding Society (AWS) standards. The training contains fundamental knowledge of manufacturing processes, including troubleshooting manufacturing problems through hands-on experiential learning. After completing the training, students will have the knowledge and technical competency for entry-level employment in the manufacturing industry, trade apprenticeships, and industry-standard certifications. The students who complete the Program will have the foundational skills to prepare them for entry-level manufacturing technician roles in welding, assembly, machining, quality, and material handling.

Exhibit 13: Manufacturing Technician Program Structure:

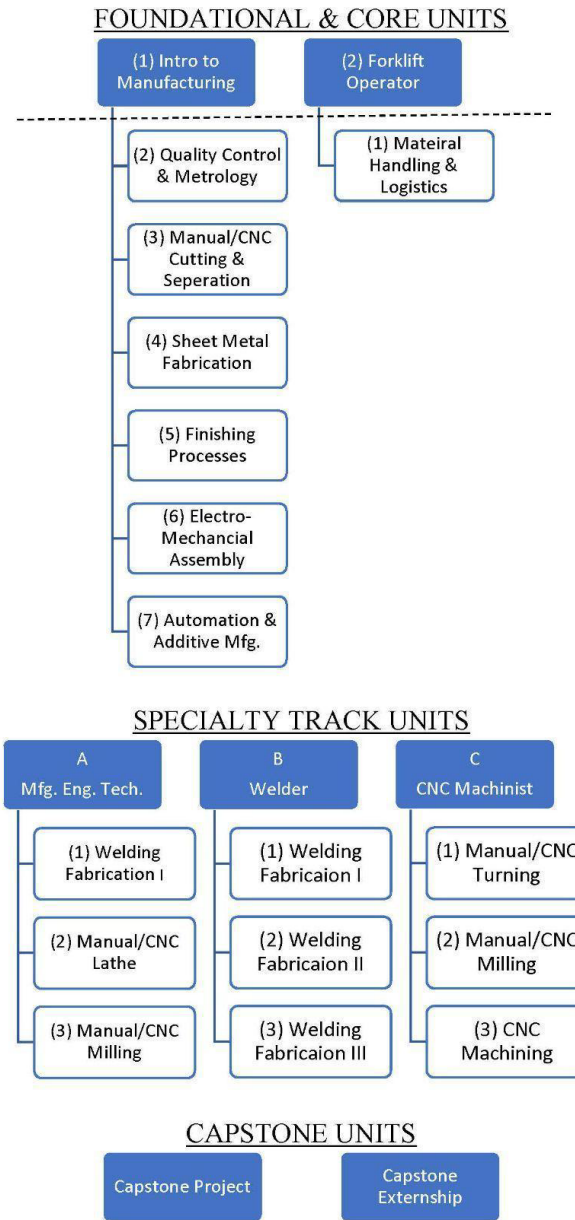


Exhibit 14: Forklift Operator Course Description:

TOTAL HOURS: 7.5

The Forklift Operator class, a component of the Manufacturing Technician Program, consists of 3 hours of classroom instruction and 4.5 hours of practical exercises on both electric and internal combustion engine forklifts. This training satisfies the state and federal requirements to operate forklifts and is valid for three years. Participants that successfully pass the written exam and obstacle course exercises will receive a training certificate and wallet card to operate Class I, IV & V sit-down style counterbalance industrial lift trucks and Class III walk behind powered pallet jacks. Participants must wear closed-toed shoes that cover the entire foot with a slip-resistant sole. It is recommended to dress in clothing appropriate for climbing on equipment and changing seasonal weather for the outdoor practical exercises.

Exhibit 15: Material Handling and Logistics Course Description:

TOTAL HOURS: 40

The Material Handling and Logistics class is a component of the Manufacturing Technician Program. This Program prepares the student with the principles and technical skills to work in material handling and logistics in a manufacturing operation. The training contains fundamental knowledge of material handling and logistics principles, including an overview of manufacturing operations flow and essential functions of inventory systems, such as receiving, Work In Progress (WIP), finished goods, and shipping transactions. Material handling activities included forklift, packaging, physical inventory, lifting, and tool room management through hands-on learning in the manufacturing training lab. This Program's core competencies are based on industry practices, California/Occupational Safety and Health Administration (Cal/OSHA), and Society of Manufacturing Engineers (SME) standards. The students who complete the Program will have the foundational skills to prepare them for an entry-level role in material handling. Current operator training certification for Class I & IV forklifts is required for this class.

Exhibit 16: Introduction to Manufacturing Course Description:

TOTAL HOURS: 80

The Introduction to Manufacturing class is a component of the Manufacturing Technician Program and a prerequisite for three program pathways: Welder, Machinist, and Manufacturing Engineering Technician. The course consists of 80 hours of classroom and practical exercises touching on various manufacturing topics, including safety, blueprint reading, tool identification, and an overview manufacturing process. The training covers fundamental knowledge and skills through classroom lectures and hands-on activities in the manufacturing lab. Successful students earn industry-recognized training certificates through California/Occupational Safety and Health Administration (Cal/OSHA) and the Society of Manufacturing Engineers (SME). The students who complete the Program will gain foundational skills to prepare them for entry-level roles in manufacturing companies in welding, assembly, machining, quality, and material handling.

Exhibit 17: Electro-Mechanical Assembly Course Description:

TOTAL HOURS: 40

The Electro-Mechanical Assembly class is a component of the Manufacturing Technician Program. The training contains fundamental knowledge of assembly processes, including identifying and applying essential hand tools techniques, safe operation presses, engraving machines, and in-process and final inspection techniques. Identification and application of mechanical assembly hardware such as threaded and non-threaded fasteners and mechanical components will be covered in the class. Students will perform pressing interference fit hardware and learn the basics of lubricants, adhesives, sealants, and thread locking compounds. Students will also learn the safe operation of soldering and heat shrinking and crimping equipment. In the lab, students build wiring harnesses and test the continuity of constructed projects by interpreting engineering drawings and specifications. After completing the training, students will have the knowledge and technical competency for entry-level employment in the manufacturing industry, trade apprenticeships, and industry-standard certifications through further study. The students who complete the Program will have the foundational skills to prepare them for entry-level assembly technician roles. The Introduction to Manufacturing or Manufacturing Pre-Apprenticeship is prerequisites classes for this course.

Exhibit 18: Welding Fabrication I Course Description:

TOTAL HOURS: 90

The Welding Fabrication I class is a component of the Manufacturing Technician Program and a specialty track unit for two program pathways: Welder and Manufacturing Engineering Technician. This Program prepares students with the principles and technical skills to manufacture welded components. The core competencies related to industrial processes covered in this class are rooted in American Welding Society (AWS) standards. The training contains fundamental knowledge of welding processes, including identifying and applying essential hand tools and deburring techniques, welding processes, welding safety procedures, Personal Protective Equipment (PPE), set-up and layout, and fixture techniques. The course covers the safe operation of oxy/fuel torches, arc welding, and plasma cutting by constructing projects from engineering drawings in the manufacturing lab. Students will also learn the safe operation of essential weld preparation tools such as handheld grinders and abrasive saws. After completing the training, students will have the knowledge and technical competency for entry-level employment in the manufacturing industry, trade apprenticeships, and industry-standard certifications through further study. The students who complete the Program will have the foundational skills to prepare them for entry-level manufacturing technician roles in welding. The Introduction to Manufacturing or Manufacturing Pre-Apprenticeship is prerequisite classes for this course.

CAJ Refund Policy

Exhibit 19: CAJ Refund Policy



CAJ REFUND POLICY

1. Absolutely no CASH refunds. District office will issue approved refunds by check via mail. Refunds, when due, are made within 45 days for the last day of attendance if (1) written notification has been provided to the institution by the student or (2) from the date the institution terminates the student or determines withdrawal by the student. For classes cancelled by CAJ, refund will be issued within 45 days of planned start date.
2. No refund on costs associated with program materials: including, but not limited to books, supplies, uniforms, testing fees, background checks, insurance, etc., unless class cancelled by CAJ.
3. If tuition and fees are collected in advance of the start date of classes and the student does not begin classes or withdraws on the first day of classes, the institution retains no more than \$100 of the tuition and fees. For students who do not begin class, refunds are made within six weeks of class date.
4. Refunds are prorated based on the period of attendance in relation to the program length and are processed according to CAJ refund chart:

CAJ REFUND CHART	
PERCENTAGE OF ATTENDANCE	PERCENTAGE OF PROGRAM FEE REFUND
CANCELLED BY CAJ	100%
UP TO 10%	90%
OVER 10% - UP TO 25%	50%
OVER 25% - UP TO 50%	25%
OVER 50%	NO REFUND

5. Eligible refunds for students in the Vocational Nursing program will be based on attendance per level.
6. No refund on HSE testing fees (HiSET)
7. Information for refunds regarding students enrolled in limited contract instruction courses have a written policy whether or not fees and instructional charges are refundable. (See section on limited contract instruction.)



CAJ Student Enrollment

Exhibit 20: Program Student Enrollment Voucher

Student Address – Grant Eligibility verified <input type="checkbox"/>	EXHIBIT Elk Grove Workforce Development Training and Certification (EGWDTC) Charles A. Jones Career and Education (CAJ) Manufacturing Training Programs
Verified in https://assessorparcelviewer.saccounty.gov/jsviewer/assessor.html#	
TRAINING PROGRAM OUTLINE	
<p>This Training Program Outline is designed to establish a plan of action that encompasses employment, training and/or specialized service activities necessary for ensuring the Student's entry into and/or maintenance of unsubsidized employment as provided under the related Agreement ("related Charles A. Jones Career and Education Center Agreement") referenced above. <i>Note: The information included in this plan represents a general plan of services and is not an entitlement to such services or a contract between the Student and Elk Grove Workforce Development Training and Certification.</i></p>	
Student Name: _____ Social Security Number – Last Four Digits: _____	
Course / Program Name: _____ Term Length: _____	
[WIOA Title I: Yes or No Notes: _____]	
<p>Under the related Agreement, EGWDTC shall pay Institution an amount not to exceed tuition: \$0.00, books: \$0.00, and other cost(s) (specify): \$0.00. All costs exceeding the amounts set forth above are responsibilities of Institution and/or Student. Student may use other funding sources including grants and/or loans. All books, materials, supplies and equipment paid for by EGWDTC shall become the property of the Student.</p>	
<p>Any other provision of this Training Program Outline or the related Agreement notwithstanding, the gross cost for the training program described in this Training Program Outline and the related Agreement, before reduction for any Department of Education grant, shall not be in excess of the Institution's standard tuition and fee charges for that program, unless additional services are specifically identified and determined by EGWDTC to be necessary and reasonable.</p>	
Class/Program	Hours
TOTAL HOURS	
<p>REFUND POLICY: Elk Grove Workforce Development Training and Certification retains exclusive rights to all monies expended on behalf of Student from EGWDTC Grant funds for the sole purpose of providing training as identified as to ensure successful completion of a prescribed service which is intended to effectuate, on a long/short term basis, the acquisition and/or maintenance of unsubsidized employment for that Student. Subsequently, EGWDTC grant monies returned or refunded to a Student for unused services or goods, remain the property of Elk Grove Workforce Development Training and Certification and must thereby be surrendered to Elk Grove Workforce Development Training and Certification.</p>	
<p>Student signature indicates approval of release of information by Institution as requested by EGWDTC.</p>	
Tuition/Books/Other Costs \$0.00	Student Signature: _____ Date: _____
Less Educational Grants \$0.00	Institution Signature: _____ Date: _____
Less Other \$0.00	Case Manager Signature: _____ Date: _____
Tuition to be paid by EGWDTC \$0.00	Supervisor Signature: _____ Date: _____

Program Business Enrollment

Exhibit 21: CAJ Employer Verification Form

Commission of the Council on Occupational Education
EMPLOYER PROGRAM VERIFICATION FORM
for Postsecondary Programs

INSTRUCTIONS:

- Complete three of these forms for **each program** at each campus.
- This form **must** be signed by a bona fide employer who is in a position to make hiring decisions.

Name of Institution Charles A. Jones Career and Education Center		
Address 5451 Lemon Hill Avenue	City/State/Zip Sacramento CA, 95824	
Name of Program Manufacturing Technician		
Mode(s) of Delivery of Program (check ALL that apply):		
<input checked="" type="checkbox"/> 100% Traditional	<input type="checkbox"/> Hybrid	<input type="checkbox"/> Distance Education

The length of this program is (indicate the number of hours in all boxes that apply):

<input type="text" value="900"/> Clock Hours	<input type="text"/> Semester Credit Hours	<input type="text"/> Quarter Credit Hours
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The amount of tuition and fees charged for the total program is: \$

EMPLOYERS' VERIFICATION STATEMENT

I have reviewed the (name of program): program and to the best of my knowledge and experience have listed below the verification range of remuneration for those who enter this field.

EMPLOYER

Name:	Title:
Company Name:	Phone Number/Extension:
Address:	City/State/Zip:
Verifiable range of remuneration based on yearly, full-time employment for those that enter this field upon completion of the program is from \$ _____ to \$ _____ annually.	
Signature:	Date:

Salary Range, Signature, and Date may be provided digitally during the COVID-19 Federal Emergency Period. (January 2021)

7. Budget And Fees

The total proposed budget for the Manufacturing Training Program for Elk Grove residents is \$304,262. A summary of the budget can be found in Table 6, Aggregate Proposed Program Fees. Table 7 provides a detailed breakdown of the Proposed Training Scholarship and Placement Bonuses to be paid to program graduates 90 days after the students have been placed with an employer and successfully passed their probation period. Table 8 is the proposed Schedule of Expense Payments for the services provided to the City of Elk Grove City for this proposal. Refund policy for students also may be found as Exhibit 19 in the Supportive Information/References section.

The budget for training and scholarships assumes up to 50 students enroll in forklift training, 20 enroll in each of the modular component courses, and 10 students enroll in the manufacturing technician training program. The budget does propose adding two part-time staff to serve as a forklift instructor and welding instructor. This enables the CAJ lead instructor, Todd Frazee, to focus on teaching more of the modular classes and the initial cohorts of the manufacturing technician program. CAJ and SVMA propose that there be some flexibility in the budget for training and scholarships, depending on students' interests.

SVMA will be responsible for administering the placement bonuses and transportation stipends.

SCUSD's Indirect Costs of \$10,346 cover SCUSD overhead costs for the operation and maintenance of facilities. This is a standard fee associated with any contract for the use of school district facilities.

Table 6 -Aggregate Proposed Program Fees

Description	Qty.	Price Each	Total
<p>Training Scholarships</p> <p>Cost for student by Program for scholarship:</p> <p>Forklift = 50 @ \$165/each student</p> <p>Introduction to Manufacturing; Material Handling and Logistics; Electro-Mechanical Assembly = 20 @ \$600 each</p> <p>Welding Fabrication I = 10 @ \$1,360/each</p> <p>Manufacturing Technician = 10 @ \$6,760/each</p>	*	*	\$101,450.00
<p>Placement Bonuses</p> <p>Cost for students by Program for Placement Bonus:</p> <p>Forklift = 50 @ \$200/each student</p> <p>Introduction to Manufacturing; Material Handling and Logistics; Electro-Mechanical Assembly = 20 @ \$300/each</p> <p>Welding Fabrication I = 10 @ \$450/each</p> <p>Manufacturing Technician = 10 @ \$1,500/each</p>	*	*	\$35,500.00
<p>Welding Instructor</p>	945 Hrs.	\$44.42/hr.	\$41,976.90
<p>Forklift Instructor (and/or supplemental hours for CAJ Instructor to offer additional forklift classes)</p>	450 Hrs.	\$44.42/hr.	\$19,989.00

<p>Table 6 -Aggregate Proposed Program Fees (Cont.)</p> <p>Marketing</p>	Flat Fee	\$25,000.00	\$25,000.00
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SVMA <ul style="list-style-type: none"> ● Executive Director ● Admin Support to the Executive Director ● Accounting Support to manage bonuses & subcontracts ● Transportation Stipends** <ul style="list-style-type: none"> ○ 9-month passes = 10 @ \$900/ea. ○ 1-month passes = 30 @ \$100/ea. Subtotal	600 Hours 1000 Hours 60 Hours	\$45.00/hr. \$25.00/hr. \$100.00/hr.	\$27,000. 00 \$25,000.00 \$ 6,000.00 <u>\$12,000.</u> <u>00</u> \$70,000.00
Sub Total			\$293,915 .90
SCUSD Indirect Costs	3.52%	\$10,345. 84	
Total Project Fee			\$304,261 .74
<p>*See Table 7 for a proposed breakdown of student fees.</p> <p>** Transportation stipend estimated by the cost of Adult Monthly Rapid Transit Passes @\$100/month. If preferred, gas cards will be issued in the equivalent amount per student per program.</p>			

Table 7 -Proposed Training Scholarship and Placement Bonuses

Description	Up To Qty.	Price Each	Total
Manufacturing Technician- Scholarship	10	\$6,760.00	\$67,600.00
Manufacturing Technician - Placement Bonus	10	\$1,500.00	\$15,000.00
Transportation Stipend: Based on \$100/month @ 9 months - Elk Grove Bus Pass (Gas card provided, if preferred) = \$900 / each student	10	\$900.00	\$9000.00
Manufacturing Technician: Combined costs per student: \$ 9150.00			

Welding Fabrication I - Scholarship	10	\$1360.00	\$13,600.00
Welding Fabrication I – Placement Bonus	10	\$450.00	\$4,500.00
Transportation Stipend: Based on \$100/month @ 1 month - Elk Grove Bus Pass (Gas card provided, if preferred) = \$100 / each student	10	\$100.00	\$1,000.00
Welding Fabrication I: Combined costs per student: \$1910.00			

Component Course – Scholarship per course Introduction to Manufacturing; Material Handling and Logistics; or Electro-Mechanical Assembly	20	\$600.00	\$12,000.00
Component Course – Placement Bonus	20	\$300.00	\$6,000.00
Transportation Stipend: Based on \$100/months = \$100 @ 1 month - Elk Grove Bus Pass (Gas card provided, if preferred) = \$100 / each student	20	\$100.00	\$2,000.00
Component Courses: Introduction to Manufacturing; Material Handling and Logistics; or Electro-Mechanical Assembly Combined costs per student: \$1,000.00			

Table 8 -Schedule of Expense Payments - Elk Grove City Grant

Monthly Payments for Student Enrollment - Amounts will vary based on the Full Cost of Enrollment

SVMA Dir	\$27,000.00
SVMA Accountant	\$6,000.00
CAJ Personnel	\$61,965.90
	\$94,965.90

SVMA Admin Support	\$25,000.00
Marketing	\$25,000.00
	\$50,000.00

Transportation	\$12,000.00
Placement Bonus	\$35,500.00
	\$47,500.00

Indirect - Final month billing	\$10,345.84
--------------------------------	--------------------

Quarter 1	\$15,827.65	1/6 CAJ/SVMA Personnel (Except Admin.)
	\$12,500.00	Marketing - first half
	\$12,500.00	1/2 of Full Amount SVMA Admin Personnel
	\$11,875.00	1/4 Transportation and Placement Bonuses
1st Payment (March 2023)	\$52,702.65	
Quarter 2	\$15,827.65	1/6 CAJ/SVMA Personnel (Except Admin)
	\$11,875.00	1/4 Transportation and Placement Bonuses
2nd Payment (June 2023)	\$27,702.65	
Quarter 3	\$15,827.65	1/6 CAJ/SVMA Personnel (Except Admin)
	\$11,875.00	1/4 Transportation and Placement Bonuses
	\$12,500.00	1/2 of Full Amount of SVMA Admin
	\$12,500.00	Marketing - second half
3rd Payment (September 2023)	\$52,702.65	
Quarter 4	\$15,827.65	1/6 CAJ/SVMA Personnel (Except Admin)
	\$11,875.00	Last Transportation and Placement Bonuses payment
4th Payment (November 2023)	\$27,702.65	
Quarter 5 - 5th Payment	\$15,827.65	1/6 CAJ/SVMA Personnel (Except Admin)
Quarter 6 Final Payment	\$15,827.65	1/6 CAJ/SVMA Personnel (Except Admin) indirect Will vary based on Final Enrollment

8. Secretary of State

Charles A. Jones Career and Education Center acknowledges and understands that as a Service Provider, we must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract. We further acknowledge and understand that failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider.



EXHIBIT B

Schedule of Performance

Service Provider shall deliver services to the City as outlined in the Scope of Work. City anticipates the assignment will require approximately twenty-four (24) months to complete following issuance of a Notice to Proceed.

Task 1: Program design and development – estimated completion to occur approximately 1 month after Notice to Proceed.

Task 2: Program marketing to residents and businesses – ongoing and estimated completion to occur approximately 18 months after Notice to Proceed.

Task 3: Intake and enrollment of students – ongoing and estimated completion to occur approximately 18 months after Notice to Proceed.

Task 4: Enrollment of businesses wishing to accept Program graduates – ongoing and estimated completion to occur approximately 18 months after Notice to Proceed.

Task 5: Course instruction – ongoing and estimated completion to occur approximately 18 months after Notice to Proceed.

Task 6: Post-graduate, tracking, and payment of employment bonuses – ongoing and estimated completion to occur approximately 24 months after Notice to Proceed.

Task 7: Reporting to City – on going and estimated completion to occur approximately 24 months after Notice to Proceed.



EXHIBIT C
Compensation and Method of Payment

City will pay Provider according to the below schedule:

Services Fees:

City will pay provider a total fee not-to-exceed \$304,261.74. This fee includes all expenses associated with designing and implementing the Program including all Service Provider overhead, profit, and administrative costs, labor, student tuition and supplies, and job placement bonuses.

Manner of Payment:

Service Provider will issue a combination of monthly and quarterly invoices to the City.

Monthly invoices will vary and be based on the number of enrolled students in the Program for a total amount not to exceed \$101,450. Invoices shall be accompanied by a detailed report of enrollment.

Training Courses	Max Quantity	Price Each	Max Amount
Forklift Certification	50	\$165	\$8,250
Intro to Manufacturing; Material Handling and Logistics; Electro-Mechanical Assembly	20	\$600	\$12,000
Welding Fabrication I	10	\$1,360	\$13,600
Manufacturing Technician – Welder Track	10	\$6,760	\$67,600
Total	120		\$101,450

Quarterly invoices will be based on fixed amounts as determined in the schedule below for a total not-to-exceed amount of \$202,811.74. Invoices shall be accompanied by a detailed report of Program activities completed to date.

Quarter	Amount	Associated Costs
1 (March 2023)	\$52,702.65	Program design, implementation, and administration costs
2 (June 2023)	\$27,702.65	Program design, implementation, and administration costs
3 (September 2023)	\$52,702.65	Program design, implementation, and administration costs
4 (January 2024)	\$27,702.65	Program design, implementation, and administration costs
5 (April 2024)	\$15,827.65	Program design, implementation, and administration costs
6 (August 2024)	\$26,173.49	Program design, implementation, and administration costs
Total	\$202,811.74	

The total of all invoices will not exceed the maximum amount of \$304,261.74. The City will pay invoices within 30 days of receipt provided all work is completed to the City’s satisfaction.

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Service Provider each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.



EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Service Provider shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Service Provider shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits, and fulfillment of self-insured retentions.

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - e. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Service Provider.
2. Worker's Compensation
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Service Provider is a qualified self-insurer with the State of California), and Employers Liability coverage. The Service Provider shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).
 - c. If an injury occurs to any employee of the Service Provider for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Service Provider under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Service Provider.



- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Service Provider.
3. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence or per claim. Both occurrence or claims-made policies are acceptable. Upon termination of this Contract, the same insurance requirements in Section 3 of this Exhibit will apply for a one (1) year period following such termination. A “tail” policy may be purchased as an alternative to satisfy this requirement.
4. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
 - a. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Service Provider, products and completed operations of the Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles leased, hired, or borrowed by the Service Provider on a separate endorsement acceptable to the City.
 - b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - c. Provision or endorsement stating that for any claims related to this contract, the Service Provider’s insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Service Provider’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
7. The Service Provider shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Service Provider agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.



8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Service Provider's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. The Service Provider shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
10. If the Service Provider fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Service Provider under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve the Service Provider from any of its responsibilities under the contract.
12. The making of progress payments to the Service Provider shall not be construed as relieving the Service Provider or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Service Provider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Service Provider under the Contract.



EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Service Provider, certifies as follows:

1. Service Provider is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Service Provider has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Service Provider's successors, heirs and assigns.

SERVICE PROVIDER

By: _____

Date: _____

Name: _____

Title: _____



BUSINESS SERVICES

4735 47th Avenue • Sacramento, CA 95824

Rose F Ramos, Chief Business and Operations Officer

Robert Aldama, Interim Purchasing Manager

AMENDMENT NO. 1 TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Amendment to the Agreement for Independent Contractor Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Kami Kalay ("Kalay") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Contractor Services originally entered to on June 10, 2022.

1. **Extension of Term of the Agreement:** This Amendment shall extend the current Kalay staffing on the Project from June 10, 2022 to June 30, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Kalay for the current staffing on the Project until June 30, 2023, and will pay for the increased services from and after January 19, 2023, on a not to exceed basis up to a maximum of \$270,000.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Per attached agreement dated June 10, 2022, from Kami Kalay requesting additional services; District accepts additional services

Per attached agreement dated June 10, 2022, from Kami Kalay requesting additional services to provide additional financial consulting. Financial consulting related to COVID relief funds, setting up budgets, reconciling budget items and financial reporting during fiscal year 2022-2023. No other changes to contract or assigned projects and assigned services provided; District accepts increase in service request and corresponding change order in contract amount.

Description of funding changes to contract:

Original contract amount.....	\$98,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$98,000.00
Amount of this change order.....	\$180,000.00
NEW CONTRACT AMOUNT.....	<u>\$278,000.00</u>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Independent Contractor Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Independent Contractor Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Independent Contractor Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: January 19, 2023

**Sacramento City Unified School
District**

Kami Kalay

Rose Ramos
CBO

Kami Kalay



BUSINESS SERVICES

4735 47th Avenue • Sacramento, CA 95824

Rose F Ramos, Chief Business and Operations Officer

Robert Aldama, Interim Purchasing Manager

**AMENDMENT NO. 1 TO AGREEMENT FOR
SPECIAL EDUCATION SERVICES**

This Amendment to the Agreement for Special Education Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Care Inc. ("Care") (collectively the "Parties"):

Section I. Amendment to Agreement for Special Education Services originally entered to on September 20, 2022.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be February 16, 2023;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Care staffing on the Project from July 1, 2022 to June 30, 2023;
3. **Fee and Method of Payment:** The District shall continue to pay Care for the current staffing on the Project until June 30, 2023, and will pay for the increased services from and after February 16, 2023, on a not to exceed basis up to a maximum of \$305,000.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Per attached agreement dated January 26, 2023, from Care requesting additional services; District accepts additional services

Per attached agreement dated January 26, 2022, from Care requesting additional services to provide special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). No other changes to contract or assigned projects and assigned services provided; District accepts increase in service request and corresponding change order in contract amount.

Description of funding changes to contract:

Original contract amount	\$90,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$90,000.00
Amount of this change order.....	\$215,000.00
NEW CONTRACT AMOUNT.....	<u>\$305,000.00</u>

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for Special Education Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Special Education Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Special Education Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: February 16, 2023

**Sacramento City Unified School
District**

Care, Inc.

Rose Ramos
CBO



**MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2022-2023**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Sacramento City Unified School District, hereinafter referred to as the local educational agency (“LEA”) and Comprehensive Autism Related Education (CARE) Inc. (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as “NPS/A” or “CONTRACTOR,” for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). Sacramento City Unified School District is the only LEA in Sacramento City Unified School District SELPA (hereinafter referred to as “SELPA”). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR. These forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the LEA student’s Individualized Education Program (hereinafter referred to as “IEP”). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code,

section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither CONTRACTOR nor LEA is required to renew this Contract

in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to CONTRACTOR is at the sole discretion of LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and

California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting (“IAES”) is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency (“NPS/A”) certified by the California Department of Education (“CDE”), and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State of California certification, licensing, registration, or other comparable requirements which apply to the area in which the person is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), and adheres to the standards of professional practice established in federal and State of California law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized

to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(I).

- f. “Parent” means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, “records” shall include, but not be limited

to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$4,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence if cumulative enrollment of LEA students is five (5) or fewer during the 2022-23 school year, or five million dollars (\$5,000,000) per occurrence if cumulative enrollment exceeds five (5) students.

- E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

- F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

- G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising

out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer

to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

EDUCATIONAL PROGRAM**21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility. Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students

shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State’s alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR’S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student’s IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORS providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student’s ISA developed in accordance with the student’s IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any

NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing (see Exhibit D), attendance reports (see Exhibit E) and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49005, *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the State and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall

affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Each BER completed by CONTRACTOR shall be maintained in the file of the LEA student and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student; (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify LEA, the student's Parent, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, and consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a BIP, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment ("FBA"), and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a FBA, not developing an interim plan, or both. If a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review and determine if the incident constitutes a need to modify the student's BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food,

water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; or (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

CONTRACTOR shall review and revise all restraint practices when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of CONTRACTOR's restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a Parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race,

ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals

with Disabilities Education Act pursuant to 20 U.S.C. sections [1414-1482](#) and 34 C.F.R. sections [300.1-300.756](#). A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA

boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all Parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of California shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will interact with LEA pupils outside the immediate supervision and control of the student's Parent or an LEA employee shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state

where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 Clearance Requirements and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service

providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA’s Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2022-23 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on the LEA form provided in Exhibit D, with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service, subtotal for each type of service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is

understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract may be appealed to the Sacramento County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by

Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student's IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- a. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- b. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.
- c. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students . CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate. .
- d. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's

offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- (b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them


for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR
Comprehensive Autism Related Education (CARE)
Inc.

LEA
Sacramento City Unified School District

By:  9/20/22
Yue Li, MS, BCBA
President & CEO Date

DocuSigned by:

By: 10/11/2022
Rose Ramos
Chief Business Officer Date

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Yue Li, MS, BCBA, President & CEO
Comprehensive Autism Related Education (CARE)
Inc.
15315 Magnolia Boulevard, Ste 306
Sherman Oaks, CA 91403

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 818-960-3937 F: 877-805-3084
Email: yli@carebehaviorservices.com

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Comprehensive Autism Related Education (CARE) Inc. CDS NUMBER:

Maximum Contract Amount: See Purchase Order PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
• Behavior Therapist - Behavior Intervention	\$80.85	Per Hour
• Master Level Supervisor (Supervision, Consultation, Parent Education, School Personnel Education, IEP Meeting Attendance)	\$126.00	Per Hour
• BCBA (Supervision, Consultation, Parent Education, School Personnel Education, IEP Meeting Attendance)	\$184.80	Per Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Other (900)		

EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (____) _____ (____) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): _____ Daily Rate: _____

Estimated # of Days x **Daily Rate** = **Projected Basic Education Costs**

B. RELATED SERVICES

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR
Comprehensive Autism Related Education (CARE) Inc.

LEA
Sacramento City Unified School District

By: _____
Yue Li, MS, BCBA
President & CEO
Date

By: _____
Rose Ramos
Chief Business Officer
Date

EXHIBIT C: HEALTH AND SAFETY ADDENDUM

1. Contractor shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and Contractor shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. Contractor acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all Contractors and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students to comply with applicable regulations related workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. Contractor shall comply with any such additional LEA requirements. Contractor will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.
2. Contractor's responsibility for the Clearance Requirements identified in Section 44 of the Master Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of Contractor who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the Contractor.
3. Contractor recognizes that there is presently an element of risk of COVID-19 transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that LEA cannot ensure the safety of Contractor or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor from the risks of COVID-19 or other related or similar pandemics. Contractor has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. Contractor assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement, including risks related to COVID-19. Contractor assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by Contractor, Contractor's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement.
4. Pursuant to the indemnification requirements in this Agreement, Contractor shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from Contractor's compliance or lack of compliance, with the requirements set forth in this Addendum. Additionally, if Contractor does not comply with any requirement set forth in this Addendum, then LEA may terminate this Agreement immediately, and Contractor shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

5. In the event any provision or part of this Addendum is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

EXHIBIT D: INVOICE (NPA)



Invoice #:
Invoice Date:
PO #:
Month of Service:

BILL TO: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
SEND INVOICE TO: SPED-Invoices@scusd.edu

REMIT TO	Contact Name:
NPA:	Email:
Address:	Phone/Fax:
City/ST/Zip:	

SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Physical Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				PT		
				PTA		
SUBTOTAL						\$ -
TOTAL						\$ -

NPA Administrator's Signature:

DATE: _____

**Authorized NPA Signature- The signature of a nonpublic agency official certifies under penalty of perjury that the above and attached information is true and correct.*

EXHIBIT D: INVOICE (NPS)



Invoice #
Invoice Date
PO #
Month of Service

BILL TO: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

SEND INVOICE TO: SPED-Invoices@scusd.edu

REMIT TO	Contact Name:
NPs:	Email:
Address:	Phone/Fax:
City/ST/Zip:	

ATTENDANCE:

STUDENT NAME	NPS SITE CASE MANAGER	# DAYS	COST
SUBTOTAL			\$ -

RELATED SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

RELATED SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -
TOTAL						\$ -

NPS Administrator's Signature: _____ **DATE:** _____

**Authorized NPS Signature- The signature of a nonpublic school official certifies under penalty of perjury that the above and attached information is true and correct. Attachments include: Daily Attendance Records, Related Service Records, and Absence Notes.*

EXHIBIT E: ATTENDANCE REGISTER (NPS ONLY)



Sacramento City Unified School District

5735 47th Ave Sacramento, CA 95824
(916) 643-9174

Non-Public Location:

SCUSD P.O. Number

Attendance Month: _____ to _____

Total Number of Enrolled Students

Attendance Key:

P-	Present	B-	Behavior Related Absence
A-	Absent	H-	Holiday/ No School

*** Please only use values listed above when reporting attendance ***

Please Submit To
SPED-Invoices@scusd.edu

Date:																											Total Student Attendance Days
List Students Alphabetically Last Name, First Name	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F		
1																											
2																											
3																											

NPS Administrator's Certification:

To the best of my knowledge and belief, this State School register page has been kept as required by law and in accordance with the instruction of the Superintendent of Public Instruction.

Administrator Name _____ Administrator Signature _____ Date: _____

Please submit your attendance reports no later than the 7th day of the following month. For example, July attendance reports should be submitted by August 7th or the last business day prior.



Quote

#253947

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
 4675 E. Cotton Center Blvd
 Suite 155
 Phoenix AZ 85040
 www.bluum.com

01/30/2023

Bill To

Sacramento City Unified School District
 5735 47TH AVE
 SACRAMENTO CA 95824-4528

Ship To

SACRAMENTO CITY USD
 PURCHASING SERVICES & WAREHOUSE
 3051 REDDING AVE
 SACRAMENTO CA 95820

Memo:

1A762UT#ABA HP Promo

Expires	Sales Rep	Contract	Terms
01/31/2023	848 Bill Pitzner	NCPA 01-48 Chrome Google WhiteGlove	Net 30

Qty	Item	MFG	Price	Ext. Price
10,000	1A762UT#ABA HP Chromebook 11 G8 EE 11.6" Chromebook - 1366 x 768 - Celeron N4020 - 4 GB RAM - 32 GB Flash Memory ***HP FUNDED PROMO AT THIS PRICE EXPIRES END OF DAY JAN 31st, 2023***	Hewlett Packard	\$106.00	\$1,060,000.00
10,000	Electronics Disposal Fee 1 (Up to 14.99") CA State Recycle Fee >4IN<15IN TV/MON/TB		\$4.00	\$40,000.00
10,000	CROSSWDISEDUNEW Google Chrome OS Management Console License, Education Google Order processing Form required in order to process any Purchase Order with this line item	Google	\$32.50	\$325,000.00
10,000	217864 White Glove Enrollment & Record MAC Address In addition to White Glove services, we would record MAC addresses for each device •Unbox unit and inspect for physical damage •Power on the units and inspect for any hardware or software failures •Detect any out of box failures. Replace any out of box failures with Bluum stock •Configure wireless network using customers network information •Enroll device into your organizations Google Apps domain using customers enrollment account •Serial number recording •Record MAC addresses in database	Bluum	\$10.00	\$100,000.00
10,000	91311 Record Asset Tag *Asset Tags are to be Customer Supplied	Bluum	\$3.50	\$35,000.00



253947



Quote

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

#253947

01/30/2023

Subtotal	\$1,560,000.00
Tax Total (8.75%)	\$93,625.00
Shipping Cost	\$10,000.00
Total	\$1,663,625.00

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
 If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service .
 Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Bluum reserves the right to adjust or cancel this quote.
 Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
 Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
 Returns require an authorization number and must be made within 30 days.
 Custom orders and "Consumables", such as projector lamps, may not be returned.
 Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
 Restocking fees varying depending on the product line, expect a minimum charge of 25%.



253947



BUSINESS SERVICES

4735 47th Avenue • Sacramento, CA 95824

Rose F Ramos, Chief Business and Operations Officer

Robert Aldama, Interim Purchasing Manager

AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES

This Amendment to the Agreement for Consultant Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Margarita Maldonado ("Maldonado") (collectively the "Parties"):

Section I. Amendment to Agreement for Consultant Services originally entered to on January 31, 2022

- 1. **Extension of Term of the Agreement:** This Amendment shall extend the current Maldonado staffing on the Project from November 1, 2022 to November 23, 2023;
- 2. **Fee and Method of Payment:** The District shall continue to pay Maldonado for the current staffing on the Project until November 23, 2023, and will pay for the increased services from and after November 1, 2022, on a not to exceed basis up to a maximum of \$170,000.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Per PRC approval on January 9, 2023, from Margarita Maldonado requesting additional labor relations matter services; District accepts additional services

Per PRC approval on January 9, 2023, from Margarita Maldonado requesting additional services to provide SCUSD labor relations matters to November 23, 2023. No other changes to contract or assigned projects and assigned services provided; District accepts increase in service request and corresponding change order in contract amount.

Description of funding changes to contract:

Original contract amount	\$82,500.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$82,500.00
Amount of this change order.....	\$87,500.00
NEW CONTRACT AMOUNT.....	<u>\$170,000.00</u>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Consultant Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Consultant Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Consultant Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: January 19, 2023

**Sacramento City Unified School
District**

Margarita Maldonado

Rose Ramos
CBO

Margarita Maldonado

SERVICES AGREEMENT

Date: December 15, 2022 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Margarita Maldonado (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 consulting services for District's labor relations matters

ARTICLE 2. TERM.

This Agreement shall commence on November 1, 2022, and continue through November 23, 2022, 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: \$500 per day of services as may be requested by District, not to exceed 8 hours per days of service. District shall not pay travel and other expenses. Total fee shall not exceed Eight Thousand Five Hundred Dollars (\$8,500).

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

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. 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 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 8. 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 9. 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 10. 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
Attn: Tina Alvarez Bevens, Contracts
5735 47th Ave
Sacramento CA 95824

Contractor:
Margarita Maldonado
117 Ishi Circle
Sacramento CA 95833

ARTICLE 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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.

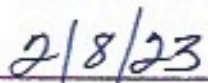
**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

MARGARITA MALDONADO

By: _____
Rose Ramos
Chief Business Officer

By: 
Margarita Maldonado

Date



Date

EXHIBIT B

CONSULTANT SERVICES AND NONDISCLOSURE AGREEMENT

This consultant services and nondisclosure agreement ("Agreement") is entered into effective on January 31, 2022 by and between the Sacramento City Unified School District ("District") and Margarita Maldonado ("Maldonado") (collectively, the "Parties").

RECITALS

WHEREAS, the District engages Maldonado as a consultant for purposes of supporting labor relations matters for the District;

WHEREAS, the District and Maldonado intend to share information as part of Maldonado's work for the District; and

WHEREAS, the information to be exchanged may contain proprietary, privileged, or confidential information that may be shared only with those outside consultants who have a need to know, or District officials involved in labor relations, and the Board of Education.

TERMS

NOW, THEREFORE, the Parties agree as follows:

1. **Duties and Obligations.** The District hereby engages Maldonado as a labor relations consultant and Maldonado accepts to serve in this capacity. Maldonado shall perform all services to assist the District with labor relations matters.
2. **Compensation.** Maldonado shall be compensated at a rate of \$500 per day as a consultant, through the term of this Agreement, pursuant to paragraph seven below. A day will be considered an eight-hour period, inclusive of meals, breaks, travel, etc. Maldonado waives fringe benefits except that she will be reimbursed at the rate of per diem meals and for mileage in accordance with the District's reimbursement policy in connection with her scope of work.
3. **Exchange of Confidential Information.** The Parties agree to exchange information, as necessary, to allow Maldonado to assist the District with ongoing labor relations. The information may include financial records, state or federal records, including any agency audits, and other proprietary or financial information, to the extent not a public record (collectively, "confidential information").
4. **Confidential Information and Privileged Communications.** The use of confidential information may include communications subject to the attorney-client privilege, the work-product privilege, and the deliberative process privilege. Accordingly, Maldonado's scope of work shall be of a limited nature, as a necessary consultant to the District. Maldonado shall not share information received from District officials involved in labor relations or instructions to the District's designated representatives. Nothing herein shall prevent Maldonado, if so instructed, to coordinate, communicate, or receive proposals from any labor union during the negotiation process.
5. **Destruction or Return of Confidential Information.** Upon expiration or termination of this Agreement, whichever occurs first, Maldonado agrees to return or destroy the shared confidential information.

6. **Termination.** Either the District or Maldonado may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Maldonado shall be paid for satisfactory work performed prior to the date of termination.
7. **Term of Agreement.** Unless earlier terminated, the Agreement shall terminate no later than April 29, 2022; provided, however, that the term may also be extended upon consent by the Parties.
8. **Additional Provisions.** If any state or federal agency requires additional provisions to the Agreement, the Parties agree to work in good faith to incorporate into or to amend this Agreement in order to include such provisions for the purpose of sharing confidential information.
9. **Notice.** Notices or communications may be by email with confirmation of receipt by the other Party, by facsimile with proof of transmission, by personal service, or by overnight mail with proof of delivery.
10. **Execution in Counterparts; Copies of Signatures.** The Agreement may be executed on separate signature pages. Copies of signature shall have the same force and effect as original signatures.
11. **Binding Effect.** The Agreement is binding upon the successors and assigns of the Parties.

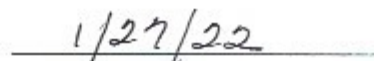
WHEREFORE, the authorized signatories below, enter into the Agreement on the terms as set forth above.

Sacramento City Unified School District

Date



Margarita Maldonado



Date

BID FORM AND PROPOSAL

To: Governing Board of the Sacramento City Unified School District ("District" or "Owner")

From: John F. Otto, Inc. dba Otto Construction
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. SCUSD 0262-461-CBW-R-M, for the following project known as:

Clayton B. Wire Deferred Maintenance Project

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

two million four hundred seventy thousand ^{no/100 d} Dollars \$ 2,470,000
BASE BID

Allowance: Owner to equal 10% of Base Bid

two hundred forty seven thousand ^{no/100} Dollars \$ 247,000
Owner Allowance

Allowance: Unforeseen Dry Rot, Structural Conditions

One Hundred Thousand and NO/100 Dollars \$100,000.00
Unforeseen Dry Rot, Structural Conditions Allowance

Allowance: Roofing Repairs

Fifteen Thousand and NO/100 Dollars \$15,000.00
Roofing Repairs Allowance

two million eight hundred and thirty- ^{no/100} dollars \$ 2,832,000
TOTAL BID two thousand

Additional Detail Regarding Calculation of Base Bid

1. **Allowances.** The Bidder's Total Bid shall include a 10% of Base Bid allowance for Owner, \$100,000 allowance for Unforeseen Dry Rot & Structural Conditions and \$15,000 allowance for Roofing Repairs Buildings P09, K-1, 002 (Portion not identified as being replaced), 004, 005, P05, & P10) relating to the Work. Contractor shall not bill for or be due any portion of these allowances unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>1/10/2023</u>	No. <u>4</u> , Dated <u>1/18/2023</u>
No. <u>2</u> , Dated <u>1/13/2023</u>	No. <u>5</u> , Dated <u>1/21/2023</u>
No. <u>3</u> , Dated <u>1/17/2023</u>	No. <u>6</u> , Dated <u>1/23/2023</u>

9. Bidder acknowledges that the license required for performance of the Work is a **A** or **B** license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. Bidder agrees to comply with all requirements of the Project Labor Agreement
14. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
17. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
18. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the

type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 26th day of January 20 23

Name of Bidder: John F. Otto, Inc. dba Otto Construction

Type of Organization: Corporation

Signature: 

Print Name: Natalie Hayward

Title: Chief Estimator

Address of Bidder: 1717 2nd Street, Sacramento, CA 95811

Taxpayer Identification No. of Bidder: 94-1431805

Telephone Number: 916 441-6870

Fax Number: 916 441-6178

E-mail: nhayward@ottoconstruction.com Web Page: ottoconstruction.com

Contractor's License No(s): No.: 178809 Class: (A, B) Expiration Date: 9/30/24

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000005395

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 16TH DAY OF FEBRUARY 2023 by and between the Sacramento City Unified School District ("District") and John F. Otto, Inc., dba Otto Construction ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

SCUSD Bid# 0262-461-CBW-D-M Clayton B. Wire Deferred Maintenance Project

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Ninety-Two (92)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid **A or B** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
17. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District

covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two Million Eight Hundred Thirty-Two Thousand and NO/100 Dollars
(\$2,832,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

18. **No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
19. **Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
20. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
21. **Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

JOHN F. OTTO, INC. dba OTTO CONSTRUCTION

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Allison
Otto
Digitally signed
by Allison Otto
Date: 2023.02.03
10:08:18 -08'00'

By: Allison Otto

By: Rose F. Ramos

Title: President

Title: Chief Business and Operation Office

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



Plan/Field Review Fee Calculator

Project submitted to DSA

- on or after 5/1/2021
- between 3/1/2019 and 4/30/2021
- between 10/1/2017 and 2/28/2019
- between 2/1/2016 and 9/30/2017
- between 12/1/2014 and 1/31/2016
- between 6/1/2013 and 11/30/2014
- between 2/16/2010 and 5/31/2013
- before 2/1/2010

Project Type: **Select project type**

School(K-12) ▼

Estimated Amt:

Contracted Amt:

Construction Change Document Amt:

Check review(s) for project

- Access Compliance
- Fire & Life Safety
- Structural Safety

Fees may be mailed or hand delivered. DSA also accepts payments by credit card or electronic check online through a third-party software run by Fiserv at [DSA Filing, Invoice & Re-Exam Fees](#) (www3.thepayplace.com/ca/dgsdsa/firfees). Proof of online payment must be submitted as directed in procedure *PR 20-02: Online Payments for Plan Review Filing Fees, Plan/Field Review Fee Invoices & Project Certification Re-Examination Fees*.

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$6,850.00	\$6,200.00	\$16,290.00	\$29,340.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

DGS Links

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Tracker Links

Plan Review Fee Calculator

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