



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** September 5, 2024

**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. Recommended Bid Awards – Youth Development
3. Recommended Bid Awards – Facilities Projects
4. Change Notices – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Superintendent

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>GEORGE WASHINGTON CARVER</u></b>		
City of Rancho Cordova A24-00112-REV	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$58,300 No Match
Period: 10/1/23 - 9/30/25 Description: George Washington Carver Summer Bridge and College Preparatory program between City of Rancho Cordova and SCUSD.		

<b><u>CURRICULUM AND INSTRUCTION DEPARTMENT</u></b>		
Teachers College of San Joaquin A24-00150	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/24 – 6/30/26 Description: Co-Sponsor Agreement for Impact Intern Credential Program. Forming a partnership with the employing agency that hires interns as the teacher of record in employing agency schools.		

<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
State Controller’s Office A24-00153	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$373,275 No Match
Period: 7/1/23 – 6/30/24 Description: Special Education 2023-2024 Workability Final Expenditure Report to receive grant.		

<b><u>CHARLES A. JONES SKILLS CENTER DEPARTMENT</u></b>		
SETA A24-00016-2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$320,130 No Match
Period: 7/1/24 – 6/30/25 Description: SETA has extended subgrant for the 2024-2025 Workforce Innovation and Opportunity Act (WIOA); Modification Year 2/One.		

<b><u>CURRICULUM AND INSTRUCTION DEPARTMENT</u></b>		
County of Sacramento, Mental Health A24-00155	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$30,000 No Match
Period: 7/1/24 – 6/30/25 Description: Cost Reimbursement Agreement for mental health curriculum for High School students; County of Sacramento Board Resolution No. 2024-054.		

<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
Sutter County Superintendent of Schools A24-00116	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fee equivalent to 12% of the SMAA RMTS quarterly invoices
Ratification requested Period: 7/1/24 – 6/30/25 Description: Medi-Cal Administrative, Department of Health Care Services, Region 3.		

**COLLEGE AND CAREER READINESS DEPARTMENT**

California College Guidance Initiative	<input checked="" type="checkbox"/> Yes	\$0
A24-00152	<input type="checkbox"/> No	No Match

Period: 7/1/24 – 6/30/25 Description: Agreement No. 00008906; K-12 Data Sharing and Services Partnership Agreement the Foundation for California Community Colleges and Sacramento City USD.

**CURRICULUM AND INSTRUCTION DEPARTMENT**

United States University	<input checked="" type="checkbox"/> Yes	\$500 per teacher
A24-00158	<input type="checkbox"/> No	No Match

Period: 4/2/24– 4/2/29 Description: Provide teaching experience through student teaching in schools and classes of the school in terms of semester units for students who possess a valid Certificate of clearance and are assigned by the University to Student Teaching in schools or classes of the School.

**STUDENT HEARING AND PLACEMENT DEPARTMENT**

SCOE	<input checked="" type="checkbox"/> Yes	\$17,885
A24-00157	<input type="checkbox"/> No	No Match

Period: 7/1/23– 6/30/24 Description: Provide at the District's site the *Student Mental Health Wellness Education and Training Bullying Prevention Program (BPP)* collaboratively developed by SCOE and the Sacramento County Department of Health and Human Services Division of Behavioral Health Services.

**STUDENT SUPPORT AND HEALTH DEPARTMENT**

Sacramento County Public Health	<input type="checkbox"/> Yes	\$0
A24-00127	<input checked="" type="checkbox"/> No	No Match

Period: 10/17/23– 6/30/25 (ratification) Description: Provide mobile program services including: Testing and treatment for STIs including HIV; pregnancy testing; birth control; risk reduction counseling and supplies; assisting teacher with state mandated sexual health education per the California Healthy Youth Act at Hiram Johnson High School.

**YOUTH DEVELOPMENT DEPARTMENT**

California Department of Education	<input type="checkbox"/> Yes	\$682,109.97
A23-00066-1	<input checked="" type="checkbox"/> No	No Match

Period: 7/1/23 – 9/30/24 Description: Amendment No. 1. Elementary and Secondary School Emergency Relief (ESSER) III Summer R-1 Grant Program to use utilize the remaining ESSER allotment.

**HEALTH PROFESSIONS HIGH SCHOOL**

UC of California, Regents	<input checked="" type="checkbox"/> Yes	\$0
A24-00146	<input type="checkbox"/> No	No Match

Period: 9/1/24 – 6/30/25 Description: Provide civic engagement and experiential learning opportunities to enrolled undergraduates through courses and practical experiences in K-12 education, Climate Action and Food Insecurity focus areas on California Volunteers #CaliforniasForAll.

<b><u>COLLEGE AND CAREER READINESS DEPARTMENT</u></b>		
California Department of Education A24-00162	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100,000 No Match
Period: 7/1/24 – 6/30/27 Description: College and Career Access Pathways Grant at New Technology High School.		

<b><u>COLLEGE AND CAREER READINESS DEPARTMENT</u></b>		
California Department of Education A24-00163	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$250,000 No Match
Period: 7/1/24 – 6/30/27 Description: Middle College and Early College Grant at New Technology High School.		

## **EXPENDITURE AND OTHER AGREEMENTS**

### **Restricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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#### **SPECIAL EDUCATION DEPARTMENT**

Nonpublic School Providers	7/1/24 – 6/30/25: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2024-2025 school year. Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.	\$14,914,242 Special Education Funds
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New Contract:

- Yes  
 No

Non-Public School Contracts:

S25-00008	Aldar Academy	\$1,304,833
S25-00001	Capitol Academy	\$955,835
S25-00002	Capitol Elementary Inc.	\$513,884
S25-00003	CCHAT Center	\$124,260
S25-00048	Chartwell School	\$62,160
S25-00010	Kadiant LLC Land Park Campus	\$3,265,443
S25-00005	Northern California Preparatory School	\$512,699
S25-00007	Odyssey Learning Center	\$713,100
S25-00004	Opportunity Acres	\$241,818
S25-00036	Point Quest Education Inc.	\$3,571,601
S25-00033	Sierra Foothills Academy	\$164,478
S25-00009	Specialized Education of CA	\$3,484,131



## **RECOMMENDED BID AWARDS – YOUTH DEVELOPMENT**

Bid No. 24-0731 Expanded Learning Programs  
Bids Received: 5:00 pm, July 26, 2024  
Recommendation: Award to add vendors to the Expanded Learning Programs Pool  
Amount/Funding: Expanded Learning

<b>BIDDER</b>	<b>BIDDER LOCATION</b>
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Edventure More (EDMO)	San Leandro CA
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Nu Art Education, Inc. dba NorCal Arts	Sacramento CA
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Work ED	Fresno CA
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## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No:** 0525-442 John F. Kennedy Swimming Pool Upgrades  
**Bids received:** 2:00 pm, July 31, 2024  
**Recommendation:** Award to Skanska USA Building Inc.  
**Funding Source:** Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Skanska USA Building Inc.	San Francisco, CA	\$3,349,962
Tricon Construction Inc. dba Tricon Aquatics	Rancho Cordova, CA	\$3,761,255
Rodan Builders	Hayward, CA	\$3,895,000

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project:** **Albert Einstein Core Academic Renovation**

**Recommendation:** Nacht and Lewis Architects was awarded architectural services at the June 9, 2022 Board of Education Meeting; Measure Q Funds. Project consists of a modernization, which included: Painting campus inside and outside; replace window coverings; replace roofing; improve exterior lighting; replace flooring; solar carports to demonstrate SCUSDs commitment to sustainability; upgrade clock/bell system.

Original Contract Amount: \$668,813; Measure Q Funds

Approve Amendment No. 1 \$260,525; Measure Q Funds. District is requesting additional architectural services to increase the project scope: kitchen, lockers and site work. Additional scope was added during DSA review and DSA is requiring a separate DSA application package.

New Contract Amount: \$929,338; Measure Q Funds

**Project: John Cabrillo Telecenter Upgrade**

Recommendation: Vanden Bos Electric was awarded construction services at the September 7, 2023 Board of Education Meeting; Measure Q Funds. Project consists of replacing clocks, bell and intercom system throughout the campus.

Original Contract Amount: \$326,480; Measure Q Funds

Approve Change Order No. 1 <\$21,861>; Measure Q Funds for Owner's Unused Allowance.

New Contract Amount: \$304,619; Measure Q Funds

**Project: Ethel Phillips Telecenter Upgrade**

Recommendation: Vanden Bos Electric was awarded construction services at the August 17, 2023 Board of Education Meeting; Measure Q Funds. Project consists of replacing clocks, bell and intercom system throughout the campus.

Original Contract Amount: \$288,860; Measure Q Funds

Approve Change Order No. 1 <\$10,483>; Measure Q Funds for Owner's Unused Allowance.

New Contract Amount: \$278,377; Measure Q Funds

**Project: Hollywood Park Telecenter Upgrade**

Recommendation: Vanden Bos Electric was awarded construction services at the September 7, 2023 Board of Education Meeting; Measure Q Funds. Project consists of replacing clocks, bell and intercom system throughout the campus.

Original Contract Amount: \$288,860; Measure Q Funds

Approve Change Order No. 1 <\$25,851>; Measure Q Funds for Owner's Unused Allowance.

New Contract Amount: \$263,009; Measure Q Funds

**Project: Camellia Telecenter Upgrade**

Recommendation: Vanden Bos Electric was awarded construction services at the August 17, 2023 Board of Education Meeting; Measure Q Funds. Project consists of replacing clocks, bell and intercom system throughout the campus.

Original Contract Amount: \$311,960; Measure Q Funds

Approve Change Order No. 1 <\$27,362>; Measure Q Funds for Owner's Unused Allowance.

New Contract Amount: \$284,598; Measure Q Funds

**Project: Bowling Green(s) Campus Renewal**

Recommendation: HMC Architects was awarded architectural services at the May 2, 2024 Board of Education Meeting; Measure H Funds. Project consists of new campus between the two (2) Bowling Green schools.

Original Contract Amount: \$840,000; Measure H Funds

Approve Amendment No. 1 \$608,000; Measure H Funds for fee reconciliation at the end of Schematic Design Phase.

New Contract Amount: \$1,448,000; Measure H Funds

**Project: Isador Cohen ES/Rosemont HS Security Improvements Group 1**

Recommendation: Joe's Landscaping and Concrete was awarded construction services at the September 7, 2023 Board of Education Meeting; Measure H Funds. Project consists of removal and replacement of existing fences and gates with new ornamental iron and/or chain link fence/gates; minor landscaping, minor concrete flatwork and low voltage security.

Original Contract Amount: \$1,082,680; Measure H Funds

Approve Change Order No. 1 <93,233>; Measure H Funds for Unused Owners Allowance.

New Contract Amount: \$989,447; Measure H Funds

**Project: C.K. McClatchy, Fern Bacon MS, Matsuyama ES, Parkway ES, Rosa Parks K-8, Sutterville ES Security Improvements Group 2**

Recommendation: Joe's Landscaping and Concrete was awarded construction services at the September 7, 2023 Board of Education Meeting; Measure H Funds. Project consists of removal and replacement of existing fences and gates with new ornamental iron and/or chain link fence/gates; minor landscaping, minor concrete flatwork and low voltage security.

Original Contract Amount: \$2,800,574; Measure H Funds

Approve Change Order No. 1 <98,282>; Measure H Funds for Unused Owners Allowance.

New Contract Amount: \$2,702,292; Measure H Funds

**CONTRACT NO.: 2024-10**

AGREEMENT BETWEEN CITY OF RANCHO CORDOVA  
AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
FOR USE OF CITY FUNDS

This Agreement is made by and between the City of Rancho Cordova, a California municipal corporation (“City”), and Sacramento City Unified School District, a California K-12 public school district (“Provider”) (each may herein be referred to as a “Party” or collectively as “Parties”) as of June 1, 2024.

Whereas, City has allocated City funds to Provider for the purpose of funding its Carver Summer Bridge, Leadership, and College Preparatory program, which will benefit the City of Rancho Cordova and its residents by providing Rancho Cordova students with enhanced educational programming focused on college preparation and make-up or advanced classroom learning; and

City and Provider agree as follows:

1. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Services.”
2. Term. The term (the “Term”) of this Agreement shall be as set forth in Exhibit A.
3. Funding and Use of Funds. City has allocated funds to Provider in the amount of Twenty-Nine Thousand One Hundred Fifty Dollars (\$58,300). The funds shall be disbursed to the Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.
  - a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for such funds and may be required to reimburse City for all funds allocated.
  - b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than thirty percent (30%) of the funds allocated to Provider, or a change which does not alter the core objectives of the service provided with the funds.
4. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.
5. Timeliness. Grantees will have sixty (60) days following the receipt of their grant funding Agreement to provide the required insurance documents and IRS Form W-9 to the City needed to execute the Agreement. This is being done to help mitigate delay of the project and/or the inability to complete the project during the proposed Term.

6. Maintenance and Use. [INTENTIONALLY OMITTED].

7. Documents, Reports and Records.

7.1 Record Retention. Provider shall always maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds received from City. All expenditures of the funds granted pursuant to this Agreement must be only for the items set forth in Exhibit A hereto and must be documented by receipts, cancelled checks, credit card statements, or other evidence acceptable to City, which clearly document the amount and purpose of the expenditure. Expenditures for which there is no documentation are not eligible for funding under this Agreement.

7.2 Inspection of Records. All records required to be retained pursuant to Section 7.1 shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time-to-time render services to recipients that are personal and confidential in nature, City will always maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Administrative Services Director, or a designee of the Administrative Services Director.

7.3 Required Reports. Provider shall file Exhibit B, "Report Of Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be distributed in more than one installment, distribution of the second and any subsequent distributions will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A. Provider shall file the Reports with the City as set forth in Section 14, Notices, below.

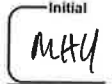
8. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, gender, or sexual orientation. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

9. Indemnification. Provider shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Provider or its employees, subcontractors, volunteers, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Provider shall not apply

when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers; and (2) the actions of Provider or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. **Insurance.** Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

11. **Attribution.** Provider shall include the Community Enhancement & Investment Fund logo and/or the following language in all printed materials or electronic communications promoting or describing the programs and services to be provided pursuant to this Agreement: "Supported in part by the Measure H Community Enhancement & Investment Fund from the City of Rancho Cordova." The logo or language shall be in proportional type size to the total area of the printed material. If the funds provided herein are used to build or install a structure or improvement to property or a building, including, but not limited to, building improvements, playground or sports facilities, or art installations, or is used to fund the purchase of a vehicle on which signage will be placed, Provider shall include the attribution noted above on a permanent sign located at the site of the project or the signage located on the vehicle.

<sup>Initial</sup>  
  
Initial **Provider hereby acknowledges and agrees to attribute funding of the project/program George Washington Carver School of Arts and Science Summer Bridge and College Prep program as described in paragraph 11.**

12. **Provider Not an Agent.** Except as City may specify in writing, Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

13. **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

14. **Notices.** Any approval, document, or other notice which either party may desire to give to the other party under this Agreement must be made in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service or personal delivery

**CONTRACT NO.: 2024-10**

addressed to the party to whom the notice is directed as set forth below, or at any other address as that party may later designate:

City of Rancho Cordova: City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, California 95670  
Attn: City Manager

To Provider: Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or upon the third day from the date it is postmarked if delivered by first class, registered or certified mail.

15. Interpretation. This Agreement will be performed entirely within California and shall be construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement must be brought in the court of competent jurisdiction for the County of Sacramento, State of California.

16. Attorneys' Fees. In the event any proceeding or action is brought in connection with the enforcement of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including those on appeal.

17. Amendments. The Parties may amend this agreement only by a writing signed by all Parties.

18. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto, and incorporated herein, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

19. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Administrative Services Director shall have the ability to waive this requirement.

**Signatures on the following page.**

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY:

\_\_\_\_\_  
**Micah Runner**  
**City Manager**

Date: \_\_\_\_\_

PROVIDER:

Signed by:  
*Mary Hardin Young*  
\_\_\_\_\_  
618444E325E34E2...  
**Mary Hardin Young**  
**Deputy Superintendent**

Date: 08/13/2024

Attest:

\_\_\_\_\_  
**Stacy Leitner, CMC**  
**City Clerk**

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
**Adam U. Lindgren, City Attorney**



EXHIBIT A  
SCOPE OF SERVICES

Address: 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824

Telephone: 916-643-9055

Email: [janea-marking@scusd.edu](mailto:janea-marking@scusd.edu)

Contact Person/Title: Janea Marking/ Chief Business and Operations Officer

Funding Allocation: \$58,300

Term: October 1, 2023 – September 30, 2025

1. Services to be Provided: During Academic Year 2023/2024 and 2024/2025 Provider shall host its Summer Bridge and College Prep program to help students reconnect to school, make up graduation credit, and prepare for the college application process. Provider shall host seminars and programs related to college attendance, job training, and/or credit recovery. Provider shall also provide two (2) individual college counseling sessions for each participating student and their parents/guardians. Provider will host individual mock interviews for each participating student. Additionally, Provider will enroll participating students in a SAT test date and provide a twenty-four (24) hour long SAT preparation course.

2. Units of Service to be Provided: see above.

3. Use of Funds: Provider may use the funds for the purposes and in the manner set forth below for each of the summer programs offered to students during the Summer Bridge programs offered in Academic Year 2023/2024 and 2024/2025. Provider may use the funds for any of the items listed below up to the maximum amount of that item, however the maximum amount of City funds provided for the items combined shall not exceed Fifty-Eight Thousand Three Hundred Dollars (\$58,300) for the duration of the Term of this Agreement. The amount of City funds provided under this Agreement during Fiscal Year 2023-2024 shall not exceed Twenty-Nine Thousand, One Hundred Fifty Dollars (\$29,150). The amount of City funds provided under this Agreement during Fiscal Year 2024-2025 shall not exceed Twenty-Nine Thousand, One Hundred Fifty Dollars (\$29,150). Twenty-Nine Thousand, One Hundred Fifty Dollars (\$29,150).

\$2,000 SAT preparation instruction, essay tutoring and college advising

\$5,000 Individual college advising, job training and credit recovery programs including but not limited to, one-on-one meetings with a college counselor or vocational trainer and preparation of supplemental coaching materials.

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\$4350	Transportation for college field trips to California State East Bay, art colleges in northern California, universities, and vocational programs as requested by student participants.
\$2,150	SAT registration fees
\$1500	Lunches on campus during college tours as well as college experience collateral including but not limited to lanyards, stickers, and/or t-shirts.
\$3,000	Summer Bridge program supplies including but not limited to SAT preparation/study guides, college planners, outreach and communication flyers/advertisements, branded water bottles and t-shirts, as well as miscellaneous office supplies (paper, pens, etc.).
\$8150	Summer leadership training program for students to engage in leadership experiences with student council peers and participate in the college experience.
\$3,000	Student workshops and classes focused on leadership, youth development, workforce skills and transitioning into adulthood.
\$29,150	Total

a. The amounts listed above are estimates of the expenditures and may vary. However, the amount may not vary by more than thirty percent (30%) (with City Manager approval) unless the Agreement is amended. In no event shall the City's total distribution of funds to Provider under the Agreement exceed the total allocation shown above.

b. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall return the unexpended funds to City within thirty (30) days of the expiration date of the Agreement.

c. In the event that the costs to perform the items of work set forth herein exceed the amount of funds granted to Provider, Provider shall be responsible for the payment of all costs in excess of the funds granted.

d. Prevailing Wages. To the extent required by law, Provider and all of the Provider's subcontractors shall comply with California Health and Safety Code Section 33422.1 and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. The Provider shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in

equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Provider related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Provider which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Provider, of any of the insurance policies described in this Agreement.

4. Eligibility Criteria for Qualification of Recipients for Services: Participants shall be students at George Washington Carver School of Arts and Science or live or attend school in Rancho Cordova. Provider shall keep documentation confirming eligibility requirements were met by recipients.

5. Allocation and Payment of Funds: City shall distribute the funds to Provider as follows: City shall pay the funds to Provider upon execution of this Agreement and Provider's submission of the required insurance documentation.

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a distribution is otherwise due, has not been timely filed, City shall not be obligated to make any additional distributions based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements of this Agreement.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within sixty (60) days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than sixty (60) days after the termination date.

Initial  
MAY  
Initial

**Provider hereby acknowledges and agrees to the conditions of allocation and payment of funds as described in paragraph 5.**

**CONTRACT NO.: 2024-10**

6. Reports: Provider shall file the following reports (each a “**Report**” and collectively the “**Reports**”) with City on the dates set forth below:

6.1 Report for Use of City Funds: September 30, 2024, and September 30, 2025. The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the September of 2024 report, then the final Outcomes Report is not required to be submitted in September of 2025.

6.2 Outcomes Report: September 30, 2024, and September 30, 2025. The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs. If all funds granted herein have been fully documented in the September of 2024 report, then the final Outcomes Report is not required to be submitted in September of 2025.

Initial  


**Provider hereby acknowledges and agrees to the reporting requirements set forth in paragraph 6.**

Initial

EXHIBIT B

REPORT FOR USE OF CITY FUNDS

Address: 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824

Telephone: 916-643-9055

Email: [janea-marking@scusd.edu](mailto:janea-marking@scusd.edu)

Contact Person/Title: Janea Marking/ Chief Business and Operations Officer

Report Due Date: September 30, 2024 and September 30, 2025

Report Accounting Period: October 1, 2023 – September 30, 2024 (Report 1) and October 1, 2024 – September 30, 2025 (Report 2)

City funds received during reporting period:

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement. If all funds granted herein have been fully documented in the September of 2024 report, then the final Outcomes Report is not required to be submitted in September of 2025.

EXHIBIT C  
OUTCOMES REPORT

Address: 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824

Telephone: 916-643-9055

Email: [janea-marking@scusd.edu](mailto:janea-marking@scusd.edu)

Contact Person/Title: Janea Marking/ Chief Business and Operations Officer

Report Due Date: September 30, 2024 and September 30, 2025

Report Accounting Period: October 1, 2023 – September 30, 2024 (Report 1) and October 1, 2024 – September 30, 2025 (Report 2)

*[Provider should submit a narrative of any measurable outcomes achieved or goals met]*

The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs. If all funds granted herein have been fully documented in the September of 2024 report, then the final Outcomes Report is not required to be submitted in September of 2025.

## EXHIBIT D

## INSURANCE REQUIREMENTS

Before beginning any work or expending any City allocated funds under this Agreement, Provider, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by the Provider and its agents, representatives, employees, volunteers, and subcontractors. Provider shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Administrative Services Director and City Attorney.

1. **Workers' Compensation.** Provider shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Provider. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Provider may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Provider, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

Provider shall notify City within fourteen (14) days of notification from Provider's insurer if such coverage is suspended, voided, or reduced in coverage or in limits.

The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance shall be waived by the City upon written verification that Provider does not have any employees.

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement

or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.2 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

e. [INTENTIONALLY OMITTED].

2.3 **Sexual Molestation and Abuse Coverage.** Any Provider using City funds to provide direct services to children shall maintain sexual molestation and abuse coverage in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

### 3. **Automobile Liability Insurance.**

3.1 **General requirements.** When applicable, Provider, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and



**CONTRACT NO.: 2024-10**

damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**3.2 Minimum scope of coverage.** Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**3.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### **4. All Policies Requirements.**

**4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Provider shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**4.2 Subcontractors.** Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**4.3 Deductibles and Self-Insured Retentions.** Provider shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Provider may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Provider procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4 **Waiver of Subrogation.** [INTENTIONALLY OMITTED].

4.5 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Provider shall provide written notice to City at Provider's earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

5440515.2



**Co-Sponsor Agreement**

**IMPACT INTERN PROGRAM**

**2024-2026 Academic Years**

This agreement, by and between Teachers College of San Joaquin IMPACT Intern Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor) and the employing agency is for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a CA Commission on Teacher Credentialing (CCTC) approved university teacher preparation program and is forming a partnership with the employing agency that hires interns as the teacher of record in employing agency schools.

Enclosed is a co-sponsor agreement for the employing agency official to sign and return. When hiring an intern, a co-sponsor agreement between an employing agency and a CA Commission on Teacher Credentialing (CCTC) approved Program Sponsor must be in place to comply with CCTC requirements. The Teachers College of San Joaquin (TCSJ) is a division within the San Joaquin County Office of Education.

**TERM:**

The effective dates of this Co-Sponsorship Agreement are for the academic years July 1, 2024 - June 30, 2026. Either party may terminate this agreement by submitting written notice to the other party no later than 30 days prior to the start of the academic year.

**GENERAL PARTNERSHIP AGREEMENTS:**

1. Intern programs are the result of a partnership between the institution that prepares teachers (Program Sponsor) and the employer. The district or employing agency agrees that there is a need for teachers and that certificated employees will not be displaced when hiring interns.
2. The employing agency shall ensure that site administrators with employed interns are aware of the shared responsibilities set forth in this agreement.
3. The employing agency shall assign a representative (e.g., Assistant Superintendent or site Principal) to act as a contact person to the TCSJ IMPACT Intern Program.
4. The employing agency shall provide representation at Consortium meetings.
5. The employing agency ensures the intern candidate is a teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought.
6. The employing agency acknowledges that Interns are not authorized to teach in departmentalized ELD settings.
7. The employing agency assigns the intern a class that ensures the presence of students with exceptionalities and English learners.
8. The employing agency shall ensure the intern has access to classroom technology that can be used for educational purposes.
9. The employing agency shall not place interns in an online-only setting unless public health guidance prohibits face to face instruction. In the event online instruction is mandated, the employing agency must provide access to the online classroom for the purposes of Supervision.





10. Intern assignments must enable the candidate to attend TCSJ classes on time (5:00pm start) and complete the requirements of the TCSJ IMPACT Intern Program.
11. To the extent possible, and in accordance with the educational agency bargaining unit guidelines, the educational agency agrees to assign minimal extra/co-curricular activities and/or provide early release to the intern.
12. The employing agency shall respond to requests for evaluation data as requested by the CCTC and TCSJ IMPACT Intern Program, including survey completion, demographic and/or retention information.
13. TCSJ understands that the educational record of the teacher candidate, employed by an educational agency, is protected by FERPA. As a result of the Co-Sponsor Agreement, the Employer is considered a school official with a legitimate educational interest in determining the professional responsibility of the teacher candidate. TCSJ agrees to protect the privacy of educational records, concerning any teacher candidate and will not transmit, share or disclose any such records without the teacher candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31)**
14. Interns who are admitted into the Teachers College of San Joaquin IMPACT Intern Credential Program must:
  - a) Be employed in a teaching assignment that is authorized by the standard credential being pursued (Mild Moderate Support Needs, Extensive Support Needs, Early Childhood Special Education, Multiple Subject or Single Subject);
  - b) Complete TB testing and fingerprinting with the employing agency.
  - c) Be employed in a setting where video capture is permitted for candidate reflection and Teaching Performance Assessments (TPAs), required by CCTC.
  - d) Be employed at a site with a fully qualified site administrator.
  - e) Be employed as the teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought.
  - f) Be employed in a face-to-face instructional setting with the same group of students on a daily or weekly basis as determined by the master schedule.
  - g) Be employed in a setting that will enable the candidate to demonstrate mastery of all Teaching Performance Expectations for the credential being sought.
  - h) Provide all documents required by the CCTC and TCSJ IMPACT Intern Program.
  - i) Be enrolled in the TCSJ IMPACT Intern Program.

**PEER SUPPORT/COACHING & MENTORING:**

Pursuant to California Education Code 44321, the supervision, mentoring and support of interns is the responsibility of both the Commission-approved teacher preparation program (Program Sponsor) and the employing agency.

**Prior to an intern assuming daily teaching responsibilities**, the employer must identify a peer coach/mentor. The peer coach/mentor may not be the intern's supervisor/evaluator and should be from the same site.



The combination of **employer-provided** support and mentoring, and program support and supervision (provided by TCSJ) to the intern must include the following:

1. A minimum of 144 hours of annual support/mentoring and supervision:
  - a. Support may include but is not limited to weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues.
  - b. A minimum of five hours per week of support/mentoring and guidance must be provided to an intern teacher by the employing agency.
  - c. The program sponsor will provide opportunities to fulfill a portion of the 144 hours of general support needed each year.
  - d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
  - e. The intern will be responsible for documenting hours of support received.
2. An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to an intern teacher unless the intern holds a CLAD, EL Authorization or has passed all sections of the CTET Examination.
  - a. The employing agency must identify an employee who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.
  - b. The identified coach/mentor *may* be the same peer coach/mentor that is providing general support and supervision provided that the individual possesses an English learner authorization and will be immediately available to assist the intern teacher in working with English learners.
  - c. The program sponsor will provide opportunities to fulfill a portion of the 45 hours of support/mentoring and supervision specific to meeting the needs of English learners.
  - d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
3. The employing agency must ensure that the peer coach/mentor satisfies the following minimum qualifications:
  - a. Hold a valid corresponding Clear or Life credential in the content area he/she is supporting.
  - b. Possess EL Authorization if responsible for providing specified EL support.
  - c. Have three years of successful teaching experience.
  - d. Agree to complete 10 hours of initial orientation and subsequent ongoing support, provided by the program.
4. Sufficient resources are to be provided, including the identification of protected time for employer-provided peer coach/mentor to work with the intern **within** the school day.
5. The employer determines the terms of employment for the peer coach/mentor and additional personnel. It is at the discretion of the employer to determine if the peer coach/mentor and/or





additional personnel receive compensation and if so, compensation is the responsibility of the employer. The employer agrees to provide any substitute release time necessary to train the peer coach/mentor and for the peer coach to conduct observations if needed.

6. The employing agency shall honor the confidentiality between the intern and peer coach/mentor while monitoring the contact and effectiveness of the peer coach/mentor.
7. Issues regarding a peer coach/mentor will be addressed in a timely way, with a plan for intervention or reassignment, if necessary.
8. The employing agency agrees to allow, after parent permission is granted, the Support Supervisor to observe Education Specialist candidates during an IEP meeting, or failing that, to debrief with a participating educational agency administrator who was present at a recent IEP meeting conducted by the candidate.

#### **CTC REQUIREMENTS FOR EMPLOYING SCHOOLS:**

1. Per CTC requirements, school sites **servicing Education Specialist** intern candidates must:
  - a) Provide release time to Interns (**at least 1 day per semester**), enabling them to participate in supervised fieldwork in an experienced mentor's classroom in both general education and special education settings that reflect the full diversity of California public schools and continuum of placement options.
  - b) Demonstrate commitment to developmentally and culturally appropriate practices, including support for dual language learners with disabilities.
  - c) Engage in collaborative relationships with families.
  - d) Model inclusive practices for students with disabilities.
  - e) Participate in processes such as IEPs and student study teams.
  - f) Reflect the socioeconomic, linguistic, and cultural diversity of California's public-school population.
  - g) Utilize curriculum aligned to California's adopted standards and frameworks.
  - h) Permit video capture for candidate reflection, coursework, supervision and the CalTPA.
2. Per CTC requirements, school sites serving **General Education** intern candidates must:
  - a) Reflect the racial, ethnic, socioeconomic, linguistic, and cultural diversity of California's public-school population.
  - b) Demonstrate commitment to collaboration and continuous improvement.
  - c) Have partnerships with other appropriate educational, social, and community entities that support teaching and learning.
  - d) Utilize curriculum aligned to California's adopted standards and frameworks.
  - e) Place students with disabilities in the Least Restrictive Environment (LRE).
  - f) Provide robust programs and support for English learners.
  - g) Permit video capture for candidate reflection, coursework, supervision and the CalTPA.



## **RESPONSIBILITIES OF EMPLOYING AGENCIES/DISTRICTS**

### **The employing agency acknowledges that:**

1. Candidates will pay tuition/fees during their enrollment in the program and, if appropriate, the employer will assist the TCSJ IMPACT Intern Program Student Account's office to establish a monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing". The employing agency is not responsible for non-payment by the intern.
2. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision and/or support, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*
3. The intern credential recommendation is jointly made between the employing agency and the TCSJ IMPACT Intern Program. Employment decisions, such as continuing employment and tenure decisions, are separate from credentialing decisions, and are at the sole discretion of the employing agency. In the instance when the employing agency, for whatever reason, no longer employs an intern candidate, the program sponsor will make the recommendation for the appropriate credential if the candidate has successfully completed the intern program.
4. Should a candidate not fulfill the completion requirements of the TCSJ IMPACT Intern Program, including timely payment of tuition, the program may drop the candidate, which we acknowledge may create employment issues for the employing agency. Program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.
5. It is the district's responsibility to ensure candidates will be compensated for units earned in the program in the manner normally provided to all educational agency teachers.
6. Candidates will be evaluated annually by the employing agency.
7. All university provided supervisors are employees of the San Joaquin County Office of Education and have appropriate clearances (TB & fingerprints) for educational settings. If additional clearance is required, the employing agency will assume the related costs.

## **RESPONSIBILITIES OF PROGRAM SPONSOR (TCSJ):**

The responsibilities of the Program Sponsor, Teachers College of San Joaquin IMPACT Intern Program, shall include the following:

1. Employment and assignment of qualified persons to teach courses and supervise candidates. Criteria include but are not limited to a) current knowledge of the content; b) knowledge of the current context of public schooling including the California adopted content standards, frameworks, and accountability systems; c) knowledge of diversity in society, including abilities, culture, language, ethnicity, and gender orientation; and d) demonstration of effective professional practices in teaching and learning, scholarship, and service.
2. Identification and assignment of a Support Supervisor and allocation of additional personnel if needed to provide on-site support for the intern. The TCSJ Support Supervisor will provide on-going direct support, including classroom observations, lesson planning, co-teaching, and evaluation of teaching proficiency according to the program sponsor's requirements.





3. Providing appropriate orientation and training for the Support Supervisor and peer coach/mentor.
  - a. The content of this orientation includes but is not limited to characteristics of coaching, expectations for time and frequency of visitations, developing an understanding of the Teaching Performance Expectations, and process for documenting observations and evaluations of interns.
4. Establishing effective and on-going communication with employing agency and TCSJ IMPACT Intern personnel (e.g., Support Supervisor, Program Evaluator, Program Coordinators, Program Director and President) as appropriate to ensure a successful teaching experience for the intern.
5. Providing all CCTC required coursework for the Preliminary Credential and assistance with questions or issues regarding credentialing.
6. Processing appropriate documents with the CCTC for intern, preliminary, and clear (if appropriate) credentials for candidates.
7. In cooperation with the employing agency the program sponsor will counsel the intern candidate and develop a plan to complete the requirements to earn a credential in the content or specialty area of the intern credential.

**INDEMNIFICATION:**

TCSJ shall defend, indemnify and hold Employing Agency and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ, its officials, agents or employees.

Employing Agency shall defend, indemnify and hold TCSJ and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employing Agency, its officials, agents or employees.





**TO BE COMPLETED BY THE EMPLOYING AGENCY:**

For public schools, the Co-Sponsor Agreement can be with the district. **\*For charter schools the co-sponsor agreement must be with the individual school.**

Type of Educational Agency:

COE                       District                       Charter\*

CDS Code (7 or 14 digit) 34-67439-0000000

Name of Agency: Sacramento City Unified School District

Mailing Address: 5735 47th Avenue, Sacramento CA 95824

Contact Person: Dr. Tiffany Smith-Simmons

Telephone: (916) 643-7474 Email: tiffany-smith-simmons@scusd.edu

**The signatures below indicate that both parties have agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2024-2026 academic years (7/1/24 - 6/30/26):**

Name of Approving Official: Janea Marking

Position/Title: Chief Business & Operations Officer

Signature of Approving Official: Janea Marking Date: 08/10/2024  
D2972921888C416...

Signature of Educational Agency Board President (optional): Wasson Date: 8/20/24

Signature of TCSJ Director of IMPACT Credentials: Michele Bordonna Date: 8/12/24

Signature of TCSJ President: Dee Date: 8/12/24

**Please complete the Co-Sponsor information (type or print) and return the entire document to:**

**Vanessa Segoviano**  
**Email: vsegoviano@sjcoe.net**  
**Fax: 209.953.2119 or**  
**U.S. Mail: P.O. Box 213030, Stockton, CA 95213-9030**

**Candidates will not be admitted to the Teachers College of San Joaquin IMPACT Intern Credential Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.**



**Addendum  
Co-Sponsor/INTERN  
Participating Educational Agency Agreement**

This document is in reference to the original agreement for the **2024-2026** academic years between **Teachers College of San Joaquin (TCSJ)** and **Sacramento City Unified School District**.

May it be known that the parties do hereby agree to make the following changes and/or additions that are outlined below. These additions/clarifications shall be made valid as if they are included in the original stated agreement.

The employing agency acknowledges that:

Sacramento City Unified School District understands that this partnership agreement is limited due to the agency's location.

- The partnership is only extended for one intern, **Jaspreet Kaur**.
- The employing agency understands and will provide a Peer Mentor to meet the requirements outlined on pages 2-3 of this Co-Sponsor Agreement

Intern	District Peer Mentor
Jaspreet Kaur	

**The signatures below indicate that the educational agency has agreed to the conditions of the Addendum and will act as co-sponsors for the 2024-2026 academic years:**

Signed by: \_\_\_\_\_  
 Signature of Approving Official: Janea Marking Date 08/10/2024  
D2972921888C416...

Signature of TCSJ Director of IMPACT: Michele Pandoirna Date 8/12/24

Please sign and return the Co-Sponsor Agreement and Addendum to:

Vanessa Segoviano  
 Email: [vsegoviano@sjcoe.net](mailto:vsegoviano@sjcoe.net)  
 Fax: 209 468-9124 or  
 USPS: PO Box 213030  
 Stockton, CA 95213-9030

**ADMINISTRATOR:** LICENSE # 0451271  
 Keenan & Associates  
 1732 North First Street, Suite 100  
 San Jose, CA 95112

Xochitl Sousa License No. 4290185 (916)859-4900 x4193  
 xsousa@keenana.com

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.**

**ENTITIES AFFORDING COVERAGE:**

ENTITY A: Northern California ReLiEF  
 ENTITY B: Protected Insurance Program for Schools  
 ENTITY C:  
 ENTITY D:  
 ENTITY E:

**COVERED PARTY:**  
 San Joaquin County Office of Education  
 P.O. Box 213030  
 Stockton CA 95213-9030

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/>	NCR 00801-31	7/1/2024 7/1/2025	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 00801-31	7/1/2024 7/1/2025	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 00801-31	7/1/2024 7/1/2025	\$ 25,000	\$ 500,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 00801-31	7/1/2024 7/1/2025	\$ 50,000	\$ Included EACH OCCURRENCE
B	<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS12721	7/1/2024 7/1/2025	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

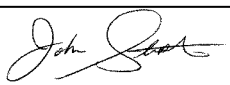
**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**

Proof of coverage as respect to the MOU between San Joaquin County Office of Education and Sacramento City Unified School District for the purpose of providing observation experiences to interns.

**CERTIFICATE HOLDER:** Agreement Term 07/01/2024-06/30/2026

Sacramento City Unified School District  
 5735 47th Avenue  
 Sacramento CA 95824

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

  
 John Stephens  
 AUTHORIZED REPRESENTATIVE

## **DISCLAIMER**

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

**Acronym Legend**

SELPA: Special Education Local Plan Area  
SCO: State Controller's Office

**Return completed form to:**  
**SEDgrants@cde.ca.gov** or  
Special Education Division  
Administrative Services Unit  
California Department of Education  
1430 N Street, Suite 2401  
Sacramento, CA 95814-5901

## Special Education State Grants: Expenditure Report

Refer to the Grant Award Notification to complete the section below and for the grant award period dates, report period, report due dates, and reimbursement requirements.

<b>Grant Fiscal Year:</b>	2023-24								
<b>Name of Grant Program:</b>	Workability I								
<b>Grantee Name:</b>	Sacramento City Unified School District								
<b>SELPA Name:</b>	Sacramento City Unified School District			<b>SELPA Code:</b>	3412				
<b>Program Cost Account:</b>	23011	<b>Vendor Number:</b>	6	7	4	3	9	<b>Suffix:</b>	A1
<b>Standardized Account Code Structure (SACS) Resource Code:</b>	6520								

### Report Periods

Check the appropriate boxes to indicate the report period for this report

<input type="checkbox"/>	<b>Interim Report</b>
<input checked="" type="checkbox"/>	<b>Final Report</b>
<input type="checkbox"/>	<b>Revised Report</b>

### Final Report:

The grantee may submit a Final Expenditure Report prior to the award ending date, if funds have been fully expended. Upon receipt of the Final Expenditure Report, the California Department of Education (CDE) will issue up to 100 percent of the total grant award. If the grantee did not expend all funds received, the CDE will issue an invoice for the amount (if any) determined as excess to be returned.

### Expenditures Summary

Complete the table below:

Description	Amount
<b>A. Total Grant Award Amount</b>	\$373,275.00
<b>B. Total Expenditures</b>	\$373,275.00
<b>C. Cash Payments Received</b>	\$0.00
Complete below (1, 2, and 3) on Final Expenditure Report Only:	
1. Reimbursement Claimed (B minus C)	\$373,275.00
2. Unused Balance (A minus B)	\$0.00
3. Amount to return if C is greater than B (C minus B)	\$0.00

### Certification

By signing this report, I certify that the expenditures reported have been made and are accurate, this program has been conducted in accordance with applicable laws and regulations, and full records of receipts and expenditures have been maintained and are available for a period of five years after submission of a final expenditure report.

Name and Title of Authorized Agent	Name and Title of Contact Person	Email and Phone Number of Contact Person
Janea Marking Chief Business Officer	Steven Meadows Budget Analyst	916-643-9170 steven-meadows@scusd.edu

Signature of Authorized Agent

Signed By: <i>Janea Marking</i> <small>Signed by: D2972921888C416...</small>	Date Signed: 08/16/2024
---	-------------------------

### For CDE Use Only

Approved By	<input type="text"/>	Date Approved	<input type="text"/>	Voucher Number	<input type="text"/>
Payment Identifier	<input type="text"/>	Interim Payment	<input type="text"/>	Final Payment	<input type="text"/>
Comments	<input type="text"/>				



<b>Sacramento Employment and Training Agency                  MODIFICATION TO EXTEND SERVICE PROVIDER                  SUBGRANT under the Workforce Innovation and                  Opportunity Act</b>		SUBGRANT NUMBER	
		074301OS-23(E)	
		MODIFICATION	
		YEAR 2/ONE	
1. SUBGRANTEE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		Out-of-School Youth	
3. EXTENSION AWARD AMOUNT:	\$320,130.00	4. CAT. NO./CFDA:	17.259
5. EXTENSION SUBGRANT TERM:	7/1/2024 through 6/30/2025	6. DUNS#:	060697109
7. EFFECTIVE DATE OF EXTENSION:	7/1/2024		
8. MAXIMUM ANNUAL EXTENSIONS:	Three (3)		
9. TERMS AND CONDITIONS:			
<p>The parties agree to extend the Subgrant through this modification. This modification consists of this sheet and those of the following, attached hereto and by this reference made a part hereof:</p> <p style="padding-left: 40px;">Exhibit 2 – Program Performance Overview, revised.                  Exhibit 3 – Budget and Cost Allocation Plan, revised.                  Exhibit 4 – Special Conditions.</p>			
<p>SUBGRANTEE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of SUBGRANTEE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve SUBGRANTEE of its obligations with respect to this modification of the Subgrant, including compliance with the terms, conditions and requirements set forth in the above-listed. By executing this modification to the Agreement, SUBGRANTEE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed. All other terms and conditions set forth in the Subgrant shall remain in full force and effect. To the extent of any conflict between the language of this modification and the language of the Subgrant and/or any previous modifications, the language of the document bearing the most recent data shall prevail.</p>			
<p><b>IN WITNESS WHEREOF, this modification to extend the Subgrant has been dated and executed by the parties hereto.</b></p>			
SUBGRANTEE			
Name: Sacramento City Unified School District			
By: <i>Janea Marking</i>		Date Signed: 08/16/2024	
Printed Name/Title of Authorized Signer: <b>Janea Marking, Chief Business and Operations Officer</b>			
Address: 5451 Lemon Hill Avenue, Sacramento, CA 95824		Email address: <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>	
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By: <i>Anita Maldonado</i>		Date Signed: 8/21/2024	
Printed Name/Title of Authorized Signer: <b>Anita Maldonado, Executive Director</b>			
Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815		Email address: <a href="mailto:Anita.Maldonado@seta.net">Anita.Maldonado@seta.net</a>	

**EXHIBIT 2**

**PROGRAM PERFORMANCE OVERVIEW**

**MODIFICATION: YEAR 2/ONE**



**YOUTH PROGRAM PERFORMANCE OVERVIEW**

<b>SUBGRANTEE: Sacramento City Unified School District</b>							<b>PERIOD:</b> 7/1/2024 through 6/30/2025					
<b>PROGRAM:</b> In-School <input type="checkbox"/> Out-of-School <input checked="" type="checkbox"/>												
<b>Enrollment Flow (Cumulative)</b>												
Year 2	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Total Enrollments/Slots</b>	4	8	13	16	20	25	30	34	38	42	46	50

**Subgrantee may be evaluated quarterly on the following real time data:**

- New Enrollments
- Continuum of service to carry over clients
- Exits
- Attainment of Diploma or Certificate
- Employment or Education Placement
- Literacy and Numeracy Gain (**Out-of-School Youth only**)
- Enrollment of High Risk/Special Populations
- Case Management
- Youth with Barriers Must Be Addressed at Time of Enrollment
- Enrollment in Secondary Education for Youth without High School Diploma
- Provide Required Services
- Must Meet 20% WEX Expenditure Requirement

**Note:** Deviation from plan is allowable up to a maximum -15%.

*Subgrantee will be subject to the following WIOA Measures: (**Measures are subject to change.**)*

Measures	Goals
Placement into Employment, Education or Training - 2 <sup>nd</sup> quarter after exit	<b>73.0%</b>
Placement into Employment, Education or Training - 4 <sup>th</sup> quarter after exit	<b>70.0%</b>
Credential Attainment - within 4 <sup>th</sup> quarter after exit	<b>58.0%</b>
Median Earnings – 2 <sup>nd</sup> quarter after exit	<b>\$4,250</b>
Skills Gain	<b>50.0%</b>

**EXHIBIT 3**

**PROGRAM BUDGET AND COST ALLOCATION PLAN**

**MODIFICATION: YEAR 2/ONE**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
(WIOA)**

**TITLE I, YOUTH PROGRAMS**

**SUBGRANT BUDGET AND COST ALLOCATION PLAN**

Contract #: 074301OS-23(E)

Original or  Mod# YEAR 2/ONE

Activity: Out-of-School Youth

Subgrantee Name: Sacramento City Unified School District	
Street Address: 5451 Lemon Hill Avenue	City: Sacramento, CA Zip: 95824
Program Contact: Susan Lytle Gilmore	Phone: 916-395-5802
Fiscal Contact: Janea Marking	Phone: 916-643-9055
E-Mail Address: <a href="mailto:Janea-Marking@scusd.edu">Janea-Marking@scusd.edu</a>	
BUDGET PERIOD:	<b>7/1/2024 through 6/30/2025</b>

<b>BUDGET SUMMARY - COST REIMBURSEMENT</b>			
<b>TYPE OF COST</b>	<b>WIOA</b>	<b>Non-WIOA</b>	<b>TOTAL</b>
A. Personnel	\$198,105		\$198,105
B1. Fixed Asset Purchases			
B2. Other Equipment Costs			
C. Other Costs	14,374	536,508	550,882
D1. Wages/Compensation/WEX*	\$95,497		\$95,497
D2. Participant FICA	\$1,503		\$1,503
D3. Worker's Compensation	\$990		\$990
D4. OJT Employer Reimbursement			
D5. Other Participant Costs	7,661		\$7661
D6. Supportive Services	2,000		\$2,000
<b>Total Cost</b>	<b>\$320,130</b>	<b>536,508</b>	<b>\$856,638</b>

\*Twenty percent (20%) of WIOA Youth Budget and Cost Allocation Plan must be allocated to Work Experience, including staff time, wages, FICA, and Worker's Compensation costs.

## COST ALLOCATION PLAN

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

Cost Item	Use abbreviation at bottom of page	
	Budget	Cost Category
A. Personnel Costs	ST/DC	ST/DC
B. Equipment Costs	N/A	N/A
C. Other Costs	DC	DC
D. Direct Participant Costs	DS	DC

**ABBREVIATIONS:** (Some commonly used methods. If a method you use is not listed, add it to the list)

- DC Direct Charge:** Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.
- SF Square Footage:** Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.
- ST Staff Time:** Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.
- SF/ST Square Footage Combined with Time of Staff Using Space:** Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.
- #S Number Served:** Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.
- U Usage:** Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be:

---

<b>A. Personnel Costs</b>							
Job Title	Dates From – To (mm/dd/yy – mm/dd/yy)	Full Salary Per Month	Number of Months	% WIOA FTE (ex: .25 = 25%)	Costs For This Program		
					WIOA	Non-WIOA	Total
OSY Youth Case Manager /Ed. Entrepreneur	07/01/24 - 06/30/25	\$6,619	12	100%	\$79,437		\$79,437
Clerk III	07/01/24 - 06/30/25	\$3,739	12	100%	\$44,876		\$44,876
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
Total Salaries		<b>\$10,360</b>			<b>\$124,313</b>		<b>\$124,313</b>
Total Fringe Benefits (Employer's Contribution Only) (67% of Salaries)					<b>\$73,792</b>		<b>\$73,792</b>
<b>Total Personnel Costs (Salaries + Fringe Benefits)</b>			<b>Total Costs</b>		<b>\$198,105</b>		<b>198,105</b>

B. Equipment Costs				Costs For This Program			
1. Purchases of Fixed Assets*		Full Purchase Price	% WIOA (ex: .25 = 25%)		WIOA	Non-WIOA	Total
<b>Total Purchases of Fixed Assets</b>							<b>0</b>
2. Other Equipment Costs		Full Purchase Price X # of items X % WIOA (Ex. 1,000 x 1 x .25) Or Full Cost/Month X # of Months X % WIOA (Ex. 1,000 x 12 x .25)			WIOA	Non-WIOA	Total
<u>Select One</u> P = Purchase L = Lease R = Rent D = Depreciation	Equipment Description						
<b>Total Other Equipment Costs</b>							<b>0</b>

\* Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than one year.

C. Other Costs Direct Cost	Full Cost Information			Costs For This Program		
	Monthly Cost	# of Months	% WIOA (ex: .25 = 25%)	WIOA	Non-WIOA	Total
Facility: SCUSD Address:5451 Lemon Hill Avenue, Sacramento Ca 95824 Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease Owned: <input checked="" type="checkbox"/> Depreciation	41,230	12	0%	0	\$494,760	\$494,760
Utilities	\$3,021	12	0%	0	\$36,252	\$36,252
Telephone						
Office Supplies						
Duplication/Printing						
Other: Cannon Copier Rental Contract (AJCC)	\$458	12	0%	0	\$5,496	\$5,496
Insurance: Fidelity/Depositors' Forgery						
Property						
General Liability						
Vehicle Liability						
Other:						
Travel: Local Mileage						
Other:						
Other:						
Subcontracts: Audit Services						
Other:						
Other:						
Other:						
Total Direct Costs				\$14,374	\$536,508	\$536,508
Indirect Costs* - Approved Rate:4.49% X Costs: \$320,130				\$14,374		\$14,373
*Attach copy of approval letter from cognizant agency				<b>Total Costs</b>	<b>\$14,374</b>	<b>\$536,508</b>
					<b>\$536,508</b>	<b>\$550,882</b>

D. Direct Participant Costs				Costs For This Program		
Type/Cost Information				WIOA	Non-WIOA	Total
1. Wages/Compensation – <input checked="" type="checkbox"/> Work Experience						
50 (Slots)	\$18.00 (Hourly Wage)	106 (Avg. Hrs. of Training)		95,497		95,497
1a. In-kind Work Experience – <input type="checkbox"/> Work Experience						
(Slots)	\$ (Hourly Wage)	(Avg. Hrs. of Training)				
2. Participant FICA (Employer's Contribution only)				1,503		1,503
2a. In-kind Participant FICA (Employer's Contribution only)						
3. Worker's Compensation				990		990
4. OJT Employer Reimbursement						
(Slots)	(Hourly Wage)	(Avg. Hrs. of Training)				
Total WEX/OJT Costs				\$97,990		\$97,990
5. Other Participant Costs						
Training				\$5,000		\$5,000
Training Materials				\$2,661		\$2,661
Total Other Participant Costs				\$7,661		\$7,661
6. Supportive Services						
Clothing, Safety Equipment, Boots and Tools						
Child Care/Transportation						
Youth Incentives				\$1,000		\$1,000
GED Fees				\$1,000		\$1,000
Other:						
Total Supportive Services				\$2,000		\$2,000
<b>Total Direct Participant Costs</b>				<b>\$107,651</b>		<b>\$107,651</b>



**EXHIBIT 4**

**SPECIAL CONDITIONS**

**MODIFICATION: YEAR 2/ONE**

### SPECIAL CONDITIONS

The Service Provider Subgrant under the WIOA between the Sacramento Employment and Training Agency and Sacramento City Unified School District is subject to the special condition(s) and timeframe(s) outlined below:

<u>Condition(s)</u>	<u>Timeframe(s)</u>
1. SUBGRANTEE shall only provide youth program services to eligible participants residing within Sacramento County. Exceptions may be approved on a case-by-case basis.	Entire Term of SUBGRANT
2. Twenty percent (20%) of the total WIOA allocation must be allocated to Work Experience (WEX), which includes personnel and case management time, WEX wages, FICA, and Worker's Compensation.	Entire Term of SUBGRANT
3. All Youth program marketing materials must be approved by SETA management prior to public distribution.	Entire Term of SUBGRANT
4. SUBGRANTEE shall maintain all insurance coverage and is expressly required by this Exhibit to immediately notify SETA if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be cancelled, non-renewed, reduced in scope or limits or otherwise materially changed. SUBGRANTEE shall provide thirty (30) days written notice to SETA prior to such change. Ten (10) days prior written notice shall be provided to SETA in the event of cancellation due to non-payment of premium. Failure to maintain required insurance shall be considered a material breach of the SUBGRANT.	Entire Term of SUBGRANT

**Department of Health Services, Contractor DocuSign OPT IN/OUT Form**

Please select an option below in regard to signing electronically via DocuSign for

Agreement #: \_\_\_\_\_ Contractor Name: [Sacramento City Unified School District](#)

I Do NOT wish to sign this Agreement with the Department of Health Services electronically via DocuSign. I prefer to have the Agreement mailed to me, sign the physical copies and return them via US mail.

I DO wish to sign this Agreement with the Department of Health Services electronically via DocuSign.

Fill in below with complete name and email address for the individual who has Authority to sign this Agreement. This field is **REQUIRED** in order for you to electronically sign. Then make a selection for who would like to receive a copy of the fully signed Agreement.

Name of Authorized Signer	Email Address
<a href="#">Janea Marking</a>	<a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>

Once the Agreement is fully signed by both parties, a copy will automatically be sent to the signer and any reviewers designated below.

[Tina Alvarez Bevens](#)  
Name of Person Completing Form

[04/15/2024](#)  
Date

**This field is OPTIONAL. Only fill out this field if you have individual(s) other than the signer, who also need to review the Agreement before it is signed:**

These individual(s) will not be signing the Agreement, but will be asked to electronically initial their approval on this form. Please list them in the order you would like them to receive the Agreement for review, before the signer.

Order	Name of Additional Reviewer(s)	Email Address
1.	<a href="#">Tina Alvarez Bevens</a>	<a href="mailto:tina-alvarez-bevens@scusd.edu">tina-alvarez-bevens@scusd.edu</a>
2.	<a href="#">Robert Aldama</a>	<a href="mailto:robert-aldama@scusd.edu">robert-aldama@scusd.edu</a>
3.		

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COUNTY OF SACRAMENTO

TRAINING AGREEMENT NO. 7202100-25-052

CONTRACT ANALYST: Michael Lorda 875-1200

DHS AGREEMENT SUMMARY

CONTRACTOR's NAME: Sacramento City Unified School District

Subject of Agreement: Mental Health Curriculum for High School Students

Contract Term: July 1, 2024 through June 30, 2025

Maximum Payment to Contractor through this Agreement: \$30,000.00

County Counsel Approval: Corrie L Bito Date 05/16/2024

County Counsel Approval Not Required: (Sacramento County Code Section)

Authorized by: 2024- 0454 (Sacramento County Resolution Number or County Code Section) SUPER RESO

Tax Waiver Granted

Tax Waiver Denied

Standard Agreement CA Agency Agr Five or more employees letter on file

Non Standard Agreement Exhibit D

Risk Management has approved waiver to insurance requirements Risk Management has approved indemnification modifications

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.
2.61.014 (c): Contract for services not previously provided by or to the department
2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
2.61.014 (e): Contract with another governmental entity
2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
2.61.014 (g): Contract requiring waiver of withholding
2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7202100 G/L Account: 30310500 Order #: A21240

CONTRACTOR's Federal Tax Identification Number:

**COUNTY OF SACRAMENTO**

**TRAINING AGREEMENT NO. 7202100-25-052**

**AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1<sup>st</sup> day of July, 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, the Sacramento County Department of Health Services provides a mental health curriculum at for the Sacramento City Unified School District; and

WHEREAS, the Sacramento County Board of Supervisors authorized the Department of Health Services to enter into an Agreement with CONTRACTOR in Resolution Number 2024-0454 approved on June 11, 2024; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Director of the Department of Health Services, or designee, has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this contract and to monetarily increase the total contract amount by up to 10% of the total value of the contract, so long as budget appropriations are not exceeded; and

WHEREAS, CONTRACTOR has appropriate school facilities to provide educational services for students residing in Sacramento County; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2025.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

DIRECTOR  
Department of Health Services  
7001-A East Parkway, Suite 1000  
Sacramento, CA 95823-2501

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

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING**

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

**IX. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.

CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

**X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

**XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

**XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES**

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color,

religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVI. INDEMNIFICATION**

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an “Indemnified Party” and collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR’s subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR’S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

**XVII. INSURANCE OR SELF-INSURANCE**

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days’ advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

**XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.



**XIX. WEB ACCESSIBILITY**

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

**XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

**XXI. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

**XXII. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

**XXIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXIV. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

**XXV. TIME**

Time is of the essence of this Agreement.

**XXVI. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXVII. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

**XXVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**XXIX. TERMINATION**

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

**XXX. REPORTS**

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

**XXXI. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

**XXXII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXXIII. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXIV. FORCE MAJEURE**

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXV. TRANSITION OF CARE**

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

**XXXVI. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

**XXXVII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**XXXVIII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**XXXIX. DRUG FREE WORKPLACE**

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

**XL. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**XLI. CULTURAL AND LINGUISTIC PROFICIENCY**

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

**XLII. COVID-19 REQUIREMENTS**

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

**XLIII. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**      **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Timothy W. Lutz, Director, Department of Health Services, or  
designee. Approval delegated pursuant to Sacramento County  
Code Section 2.61.012 (h)

DocuSigned by:  
*Janea Marking*  
By \_\_\_\_\_  
6D79D9C4D46A455  
Janea Marking, Chief Business and Operations Officer

Date: \_\_\_\_\_

Date: 7/15/2024

CONTRACT AND CONTRACTOR TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Corrie L. Bute Date: 05/16/2024

**EXHIBIT A to AGREEMENT  
Between the COUNTY OF SACRAMENTO,  
Hereinafter referred to as “COUNTY”, and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Hereinafter referred to as “CONTRACTOR”**

**SCOPE OF SERVICES FOR THE WORKFORCE, EDUCATION, AND TRAINING (WET) CAREER PATHWAY PROGRAM FOR INTEGRATED MENTAL HEALTH CURRICULUM AND EXPERIENTIAL LEARNING OPPORTUNITIES**

**I. CONTRACTUAL DISTRICT LOCATION**

**Facility Name(s):** Sacramento City Unified School District (SCUSD)  
**Street Address:** 5735 47<sup>th</sup> Street  
**City and Zip Code:** Sacramento, CA 95824

**II. CONTRACT SCHOOL LOCATION**

**Facility Name(s):** Arthur A. Benjamin Health Professions High School (AABPHS)  
**Street Address:** 451 McClatchy Way  
**City and Zip Code:** Sacramento, CA 95818

**III. SERVICE PERFORMANCE MONITOR**

**Title and Name:** Human Services Program Planner, currently Vanessa Cuevas-Romero, ASW  
**Organization:** Department of Health Services, Behavioral Health Services (BHS)  
**Street Address:** 7001 – A East Parkway, Suite 300  
**City and Zip Code:** Sacramento, CA 95823

**IV. DESCRIPTION OF SERVICES:**

As part of the Mental Health Services Act (MHSA), Workforce, Education, and Training (WET) component, the CONTRACTOR, Sacramento City Unified School District (SCUSD), through its Arthur A. Benjamin Health Professions High School (AABPHS) staff, shall provide consultation, planning, coordination, and written core curriculum development services to COUNTY regarding refinement and continued implementation of an integrated mental/behavioral health program of study and associated activities for grades nine through twelve. Throughout this mental/behavioral health career pathway, high school students will be introduced to the field of mental/behavioral health and associated careers for the purposes of enhancing their education, informing their future careers (by developing their interests in mental/behavioral health careers and related fields of study), promoting cultural and linguistic diversity in health professions and expanding their capacity to serve others.

In coordination, CONTRACTOR shall work with COUNTY as they continue to refine and apply an integrated mental/behavioral health written core curriculum that meet the needs of the WET component of the MHSA and BHS and execute stated curriculum and associated activities during the 2024/25 academic school year.

Throughout the 2024/25 school year, the focus will be on updating and enhancing the curriculum for grades nine through twelve to: 1.) improve student’s mental health literacy; 2.) develop specific understanding and competencies that students can build upon from year to year; 3.) engage students in their learning in an interactive, experiential way that stimulates critical thinking and a desire to pursue mental/behavioral health professions and career opportunities. Additionally, students will be connected to mentoring, future job opportunities and better health outcomes for themselves and their communities.

Increased focus and attention shall also be on developing and/or creating more stipend and wage opportunities that provide students with increased options to learn more about public mental health/behavioral health services and careers provided to the diverse communities of Sacramento County through community-based organizations and other public mental health/behavioral health service providers. CONTRACTOR shall work with COUNTY in developing, creating, and sustaining volunteer or paid opportunities (stipends and/or wages) for students, expanding those opportunities through pursuit of grants or other funding sources that will increase student’s knowledge, improve student awareness and understanding of public mental health services and related mental/behavioral health fields of study and associated career pathways. Through these efforts students will have the opportunity to transform their health sciences education into final projects like health fairs and public service announcements that deliver important health messages, resources and

information to their fellow students, peers and their communities. COUNTY will work with CONTRACTOR in identifying potential community provider locations where students may obtain hands-on experience and have meaningful opportunities to directly observe and understand the knowledge they have received in the classroom, to advance their learning, increase their confidence and improve critical thinking skills. CONTRACTOR may subcontract with an organization to 1) support identification, training, and operations of student internships 2) support the activities and development of service learning projects 3) and/or activities that promote high-quality Peer-to-Peer Support Programs that are designed to rapidly increase youth mental wellness supports, and respond to the preference of youth to speak with peers before turning to adults or mental health/behavioral health professionals. CONTRACTOR must obtain written permission from COUNTY prior to subcontracting with an organization.

**V. SERVICE REQUIREMENTS:**

CONTRACTOR shall:

- A. Operate this contract within the Arthur A. Benjamin Health Professions High School (AABHPHS) to fulfill the terms and conditions of this Agreement.
- B. Utilize AABHPHS staff to collaborate, coordinate, and work in conjunction with COUNTY in the refinement of a written mental health/behavioral health core curriculum and continued implementation of an integrated mental health/behavioral health program of study and associated activities for grades nine through twelve.
- C. Work with COUNTY to update and enhance an integrated mental health/behavioral health curriculum using COUNTY approved terms and concepts related to mental health/behavioral health that meets the needs of the WET component of the MHSA, the BHS and the SCUSD, and further implement stated curriculum and associated activities during the 2024/25 academic school year.
- D. Continue to provide meaningful opportunities for students to learn about the following: wellness, recovery, and resiliency, including learning about Wellness Recovery Action Plan, a self-designed prevention and wellness process that anyone can use to get well and stay well when dealing with physical, mental and emotional health challenges; stigma and discrimination regarding mental illness; consumer and family member driven mental health systems; peer supports (including youth, family, and peer partners); mental health viewpoints in different cultures; efforts to eliminate mental health/behavioral health disparities and promote health and mental health equity for all communities; and other community defined practices, promising practices or evidence based practices.
- E. Continue to provide meaningful opportunities that enhance students’ knowledge of cultural humility, cultural formulation, and culturally-based traditional healing practices that are relevant to culturally and linguistically diverse populations in Sacramento County. This includes enhancing student’s awareness and understanding of cultural, social, economic, and ethical factors of providing culturally competent care.
- F. Continue to provide meaningful opportunities for community collaboration regarding mental health/ behavioral health, such as guest speakers (with an emphasis on helping students develop Cultural Competence), field trips, panel discussions, shadowing mental health/behavioral health workers, or internships with stipends in community public mental health/behavioral health settings, etc.
- G. Assist students interested in mental health/behavioral health to develop that interest into their Senior Project (12th grade), which utilizes research skills, critical thinking skills, community/civic engagement, portfolio development, and exploration of higher education and careers in mental health/behavioral health fields.
- H. Expand outreach to junior high school students to introduce them to careers in the mental/behavioral health fields.
- I. As related to the services of this contract, when required by COUNTY, have representative staff attend COUNTY sponsored meetings and other work groups established and scheduled.
- J. Make available and disseminate to students, staff and family members educational materials related to mental health/behavioral health, including educational requirements for various mental health/ behavioral health careers.
- K. Adhere to the guidelines and policies and procedures issued by COUNTY Quality Management.

**VI. TRAINING REQUIREMENTS**

CONTRACTOR shall:

- A. Identify select teaching staff from the AABHPHS campus to participate in COUNTY identified trainings or externships for refinement. This will enhance the mental/behavioral health literacy of identified teachers and provide them with resources designed to assist them in their engagement with students around community mental/behavioral health, resilience, stigma and discrimination and related topics of discussion, including Mindfulness practice and the importance



of connectedness and building strong relationships. These trainings and externships should also enhance the teacher’s knowledge and understanding of mental disorders, possible treatments, suicide awareness and prevention, and provide information regarding community mental/behavioral health resources.

**VII. PERFORMANCE OUTCOMES**

- A. The intended outcomes of the Workforce, Education, and Training (WET) Career Pathway Program for Integrated Mental Health Curriculum and Experiential Learning Opportunities will include the continued refinement of a curriculum, including supplemental learning activities, which can be utilized by COUNTY to create new regional partnerships among educational entities with high enrollment of students from unserved, underserved, or inappropriately served racially, culturally, ethnically, and linguistically diverse communities. Partnering with such entities will aid in the recruitment of high school students reflective of the diversity of the community for higher education and careers in mental health/behavioral health.
- B. The outcomes of the WET Career Pathway Program for Integrated Mental Health Curriculum and Experiential Learning Opportunities program are:
  - 1. Increase in students’ awareness of various careers within the mental health/behavioral health field and knowledge of how to pursue a career within the mental health/behavioral health field.
  - 2. Increase in the number of students who are interested in pursuing a career in the mental health/behavioral health field.
  - 3. Increase in students’ awareness about ways to promote culturally competent mental health and wellness.
  - 4. Increase in students’ awareness about ways in which they can reduce stigma and discrimination regarding mental illness.
  - 5. Increase in school personnel’s ability to identify and communicate mental health concerns within the high school environment.

**VIII. EVALUATION**

- A. CONTRACTOR shall evaluate the activities to measure short-term outcomes of the following:
  - 1. Developing a baseline through a survey of the 2024/25 academic year pupils, grades 9 through 12 of AABHPHS regarding awareness of mental health issues and mental health/behavioral health career options. The required pretest survey shall be conducted at the start of the academic year and results shall be submitted to COUNTY within 30 days of completion. A posttest survey shall be administered by CONTRACTOR at the end of the academic year, and an analysis of change comparing pretest with posttest survey results shall be submitted to COUNTY prior to the end of the contract term. CONTRACTOR is required to ensure that students from all grade levels complete, in full, pretest and posttest surveys at the appropriate noted time frames and/or dates stated above. The surveys shall be developed in conjunction with COUNTY and be administered and analyzed by the CONTRACTOR.
- B. CONTRACTOR shall provide a summary narrative, between 3 and 5 pages in length, 30 days after the conclusion of the first semester and second semester during the contract term. This summary narrative shall discuss successes, challenges, what worked, what could have worked better, etc. In addition, CONTRACTOR shall provide an aggregate summary report of assessment scores on mental health awareness or other comprehensive measurement used to determine progress in the administration of the mental health/behavioral health curriculum including, but not limited to:
  - 1. Overview of the curriculum and materials developed and taught specific to improving student mental health and wellness literacy. In detail, outline how activities increased:
    - a. Students’ awareness to promote culturally competent mental health and wellness.
    - b. Students’ awareness in reducing stigma and discrimination for mental illness.
    - c. School personnel’s ability to identify and communicate mental health concerns within the high school.
  - 2. Overview of activities increasing student options to learn more about public mental health/behavioral health professions. Including, mentoring, career exploration, service learning, workforce development, and internships. Provide full details of activities and number of students engaged in activities, and outline how activities increased:
    - a. Students’ awareness of various careers within the mental health/behavioral health field and knowledge of how to pursue a career within the mental health/behavioral health field.
    - b. Students who are interested in pursuing a career in the mental health/behavioral health field.
  - 3. Summary report of assessment scores on mental health awareness described above in item VII. A,
- C. The extent to which these outcomes are achieved will be measured and/or documented by COUNTY.

**IX. ADDITIONAL PROVISIONS**

- A. CONTRACTOR shall adhere, when applicable, to the guidelines and policies and procedures issued by COUNTY.
- B. CONTRACTOR shall collaborate with the COUNTY to track services provided and collect comprehensive surveys, including pretest and posttest surveys to each section and grade of learning.
- C. CONTRACTOR shall provide bi-annual written reports describing program activities and data evaluating the program effectiveness to the COUNTY Service Performance Monitor to ensure quality management. Reports shall be emailed to the Service Performance Monitor within 30 days after the conclusion of the first semester and second semester during the contract term.
- D. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.

**COUNTY OF SACRAMENTO**

**TRAINING AGREEMENT NO. 7202100-25-052**

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred  
to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO  
DEPARTMENT OF HEALTH SERVICES  
INSURANCE REQUIREMENTS**

**INSURANCE OR SELF-INSURANCE REQUIREMENTS FOR CONTRACTORS**

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

COUNTY OF SACRAMENTO

TRAINING AGREEMENT NO 7202100-25-052

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO  
hereinafter referred to as "COUNTY," and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,  
hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**I. MAXIMUM TOTAL PAYMENT TO CONTRACTOR**

- A. The Maximum Total Payment Amount under this Agreement shall not exceed \$30,000. This contract is not subject to cost settlement. A competitive selection process is not required for this contract, because the contract amount is less than \$100,000.

<b>Program Name</b>	<b>Workforce, Education, And Training (Wet) Career Pathway Program For Integrated Mental Health Curriculum And Experiential Learning Opportunities</b>			
<b>Payment Level</b>	<b>Mode of Service</b>	<b>SFC</b>	<b>Funding Source</b>	<b>Amount</b>
MAXIMUM	60	78	Non-Federal	\$ 30,000
<b>Maximum Total Payment Amount</b>				<b>\$ 30,000</b>

- B. CONTRACTOR shall not be reimbursed for any cost that exceeds any, or all of the funding source maximum payment amounts in Section I A of this Exhibit C.
- C. Notwithstanding any other terms and provisions of this Agreement, reimbursement for services rendered from July 1 through August 31 during the term of this Agreement shall not exceed \$5,000 until the final budget is adopted by COUNTY.
- D. If CONTRACTOR exhausts the Maximum Payment Amount prior to June 30th of any applicable fiscal year, CONTRACTOR shall not receive any further compensation for that fiscal year. CONTRACTOR shall continue to operate under the terms and conditions set forth in this Agreement.
- E. CONTRACTOR shall not be reimbursed for any overhead and allocated expenses in excess of 15% of actual Salaries and Employee Benefits and Operating Expenses.

**II. COMPENSATION FOR SERVICES**

- A. In addition to Paragraph XX of this Agreement, COUNTY shall make payments on a quarterly basis for services rendered during the preceding quarter upon the receipt of an appropriate and correct invoice for services submitted by CONTRACTOR. COUNTY shall serve as the fiscal intermediary for claiming and reimbursement for services as described in Exhibit A of this Agreement, and to act on CONTRACTOR's behalf with regard to claiming.
  - 1. If CONTRACTOR requires a payment in less than the agreed upon 30 days, CONTRACTOR shall submit a detailed written appeal to COUNTY substantiating the request. At the sole discretion of DIRECTOR, COUNTY may on a limited basis authorize payment to be expedited within the constraints of the COUNTY reimbursement process. Approved rush payment may incur a processing fee.
  - 2. CONTRACTOR shall not be reimbursed for any cost that exceeds the individual funding source amounts, and/or maximum program payment amount, as set forth in Section I.A, Maximum Payment to CONTRACTOR, of this Exhibit C, except as may be changed as stated in Section IV.B, (Budget), of this Exhibit C.
  - 3. For services that cannot be claimed through the COUNTY electronic billing system (Avatar), CONTRACTOR shall produce an itemized quarterly invoice in an amount not to exceed actual expenditures incurred during the reporting period.
- B. It is understood that the validity of such quarterly billings, in terms of their compliance with state regulations, is subject to the review of the State of California and that COUNTY will be making payments on said billings in advance of said review and approval by the State, and in advance of the reimbursement by the State to COUNTY for sums expended thereunder. In the event any claim, or part thereof, is disapproved by the State, CONTRACTOR shall take all actions necessary to obtain such approval. In the event that COUNTY is not reimbursed by the State for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days, or, at the sole discretion of DIRECTOR, COUNTY may withhold such amounts from any payments due under this Agreement or any successor agreement.
 

CONTRACTOR shall not be reimbursed for cost associated with any non-reimbursable claim.

**III. USE OF FUNDS AND PAYMENT LIMITATION**

- A. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A of this Agreement.
- B. CONTRACTOR shall obtain written authorization from COUNTY prior to entering into any lease, purchase agreement, or purchase in excess of \$5,000.
  - 1. COUNTY may withhold payment until unauthorized lease, purchase agreement, or purchase have been rectified, or reduce the Maximum Payment to CONTRACTOR, or terminate this Agreement.
  - 2. CONTRACTOR shall maintain sole responsibility for any or all lease, purchase agreement(s) or purchase(s) whereby the lease, purchase agreement, or purchase exceeds the term of this Agreement. CONTRACTOR shall obtain prior written authorization from COUNTY for all costs associated with an early termination of CONTRACTOR’s lease, purchase agreement or purchase.
  - 3. COUNTY will respond to such requests within 30 working days.
- C. Regardless of cost, for subcontracting of services consistent with the last paragraph of Exhibit A, Item IV, CONTRACTOR must obtain written permission from County prior to subcontracting.
- D. This Exhibit C shall be the basis for and limitation of payments by COUNTY to CONTRACTOR for the services described in this Agreement. COUNTY shall pay to CONTRACTOR a sum not to exceed the lesser of:
  - 1. The amount indicated in Section I.A. Maximum Payment to CONTRACTOR of this Exhibit C (this maximum payment amount by funding source may be modified in accordance with Section IV, subsection B), or
  - 2. The actual gross cost of services provided under this Agreement determined in accordance with the procedures and audit provisions set forth in Paragraph XX and Paragraph XXXI of this Agreement and Section I and Section II of this Exhibit C.
- E. The Budget as described below is subject to revision upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice of revision, CONTRACTOR shall adjust services accordingly. Said revisions shall constitute an amendment to this Agreement.

**IV. BUDGET**

- A. COUNTY shall use a separate Budget for each fiscal year this Agreement is in effect.
- B. At the sole discretion of COUNTY, one or several of the funding source amounts in Section I.A, Maximum Payment to CONTRACTOR of this Exhibit C, upon written notice from COUNTY, may be reduced or increased in order to balance to the maximum total payment amount.
- C. Any requests for changes to the budget sections must be made in writing to COUNTY by CONTRACTOR prior to May 30<sup>th</sup> of the current fiscal year. Approval in writing shall constitute an amendment to the Agreement.
- D. CONTRACTOR shall be paid in accordance with the following Budget:

LINE ITEM	BUDGET
curriculum development, operating expenses/materials, training	\$30,000.00
<b>TOTAL</b>	<b>\$ 30,000.00</b>

## COUNTY OF SACRAMENTO

## TRAINING AGREEMENT NO. 7202100-25-052

**EXHIBIT D to Agreement**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,**  
**hereinafter referred to as "CONTRACTOR"**

**ADDITIONAL PROVISIONS**

**I. LAWS, STATUTES, AND REGULATIONS**

- A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services (DHCS) Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations, including but not limited to California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 11, Medi-Cal Specialty Mental Health Services, Subchapter 1, General Provisions, Article 4, Section 1810.410 (a-e). CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

**II. LICENSING, CERTIFICATION, AND PERMITS**

- A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

**III. OPERATION AND ADMINISTRATION**

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:
  - 1. If MHSA funding is present in Exhibit C of this Agreement, "This program is funded by the Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA)."

2. If MHSA funding is not present in Exhibit C of this Agreement, “This program is funded by the Sacramento County Division of Behavioral Health Services”.
3. Oral presentations shall include the above required statement.

#### **IV. CONFIDENTIALITY**

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
  1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
  2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY’s consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.
- C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

#### **V. CLINICAL REVIEW AND PROGRAM EVALUATION**

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR’s premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.
- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

#### **VI. REPORTS**

- A. CONTRACTOR shall provide accurate and timely input of services provided in the COUNTY’s Electronic Health Record (EHR), in accordance with COUNTY’s policy, so that COUNTY can generate a monthly report of the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the DHCS concerning CONTRACTOR’s activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

#### **VII. RECORDS**

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and COUNTY record maintenance requirements.
- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility



determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with Generally Accepted Accounting Principles (GAAP).

- C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the DHCS, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of 7 years from the date of discharge and in the case of minors, for at least 1 year after the minor patient's eighteenth birthday, but in no case less than 7 years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of 4 years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

**VIII. PATIENT FEES**

- A. The Uniform Method of Determining Ability to Pay prescribed by DHCS shall be applied when services to patients are involved, in accordance to applicable COUNTY policies and procedures.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.
- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by DHCS.

**IX. AUDIT/REVIEW REQUIREMENTS**

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors 2 CFR 200.501 requires that non-Federal entities that expend \$1,000,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).
- B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors  
 In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
  - 1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
  - 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$250,000, but more than \$100,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
  - 3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
  - 4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
  - 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.
- C. Term of the Audit or Review  
 The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.
- D. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager  
County of Sacramento  
Department of Health Services  
7001 –A East Parkway, Suite 1000C  
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager  
County of Sacramento  
Department of Health Services  
7001 –A East Parkway, Suite 1000C  
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

**X. SYSTEM REQUIREMENTS**

- A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Department of Technology (DTech) for use of COUNTY computers, software, and systems.
- B. CONTRACTOR shall utilize the COUNTY's Electronic Health Record (EHR) for all County Mental Health Plan (MHP) functions including, but not limited to, client demographics, services/charges, assessments, treatment plans and progress notes. CONTRACTOR has the right to choose not to use the COUNTY's EHR system but must comply with all necessary requirements involving electronic health information exchange between the CONTRACTOR and the COUNTY. The CONTRACTOR must submit a plan to the COUNTY for approval demonstrating how the requirements will be met.

**XII. EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

**XIII. PATIENTS RIGHTS/GRIEVANCES**

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.

- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

**XIV. ADMISSION POLICIES**

CONTRACTOR's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

**XV. HEALTH AND SAFETY**

- A. CONTRACTOR shall maintain a safe facility.
- B. CONTRACTOR shall store and dispense medication in compliance with all applicable state, federal, and COUNTY laws and regulations.

**XVI. MANDATED REPORTING**

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

**XVII. BACKGROUND CHECKS**

CONTRACTOR shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code § 667.5 and/or 1192.7, to provide direct care to clients.

**XVIII. BASIS FOR ADVANCE PAYMENT**

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed 10% of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than 10% of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.

These provisions apply unless specified otherwise in Exhibit C of this Agreement

**XIX. AMENDMENTS**

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
  2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within 30 days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

**XX. RUSSIAN ECONOMIC SANCTIONS**

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is \$5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

**COUNTY OF SACRAMENTO**

**COST REIMBURSEMENT AGREEMENT NO. 7202100-25-052**

**EXHIBIT E to AGREEMENT  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,  
hereinafter referred to as "CONTRACTOR"**

**SCHEDULE OF FEDERAL FUNDS**

- I.  If box is checked, there are **no** Federal funds in this contract.
- II.  If box is checked, there are Federal funds in this contract. CONTRACTOR is NOT a subrecipient.
- III.  If box is checked, there are Federal funds in this contract. CONTRACTOR IS a subrecipient.

Federal funding details for this contract are as follows:

<b>A.</b>	Assistance Listing Number (ALN):	
	ALN Title:	
	Award Name and Federal Award Identification Number (FAIN):	
	Award Year:	
	Were funds awarded for research and development activities?	
	Name of the Federal awarding agency:	
	Amount in this contract:	N/A

- IV. Total Federal Funds in this contract: N/A
- V. CONTRACTOR'S UEI Number is: N/A
- VI. CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VII. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph III of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

EXHIBIT F to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: [Signature: Janea Marking]
DocuSigned by:
6D79D9C4D46A455...

DATE: 7/15/2024

Certificate Of Completion

Envelope Id: 51CE65CB55B94E3BA1C1BA5F271DBA4D

Status: Sent

Subject: Complete with DocuSign: (K) Sacramento City Unified School District (7202100-25-052)

Source Envelope:

Document Pages: 27

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tamara Tripp

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799 G Street

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Sacramento, CA 95814

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Holder: Tamara Tripp

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6/17/2024 2:57:57 PM

trippt@saccounty.gov

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: Sacramento County

Location: DocuSign

Signer Events

Signature

Timestamp

Michael Lorda



Sent: 6/17/2024 3:01:08 PM

LordaMi@saccounty.gov

Viewed: 6/18/2024 8:18:52 AM

Sacramento County

Signed: 6/18/2024 8:18:56 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 208.79.246.66

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tina Alvarez Bevens



Sent: 6/18/2024 8:18:58 AM

tina-alvarez-bevens@scusd.edu

Viewed: 6/18/2024 4:46:28 PM

Security Level: Email, Account Authentication (None)

Signed: 6/18/2024 4:46:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 207.166.39.7

Electronic Record and Signature Disclosure:

Accepted: 6/18/2024 4:46:28 PM

ID: a6da1835-d304-4c19-9388-280635b04d09

Robert Aldama



Sent: 6/18/2024 4:46:39 PM

robert-aldama@scusd.edu

Viewed: 6/21/2024 11:41:56 AM

Purchasing Manager II

Signed: 6/21/2024 11:43:07 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.166.39.10

Electronic Record and Signature Disclosure:

Accepted: 6/21/2024 11:41:56 AM

ID: af421062-ea01-4abc-bfd4-26049f411f22

Janea Marking



Sent: 6/21/2024 11:43:09 AM

janea-marking@scusd.edu

Viewed: 7/15/2024 11:06:23 PM

Security Level: Email, Account Authentication (None)

Signed: 7/15/2024 11:07:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.50.161.169

Electronic Record and Signature Disclosure:

Accepted: 7/15/2024 11:06:23 PM

ID: 1a73c994-a241-487f-9995-ec3686da7bd1



Signer Events	Signature	Timestamp
Kelli Weaver WeaverK@SacCounty.gov Security Level: Email, Account Authentication (None)		Sent: 7/15/2024 11:07:04 PM
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 7/15/2024 4:13:41 PM		
ID: 071a2a23-1bc5-451f-95c0-7dec1c545a77		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/17/2024 3:01:08 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Sacramento County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Sacramento County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dtech-webteam@saccounty.net](mailto:dtech-webteam@saccounty.net)

**To advise Sacramento County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [dtech-webteam@saccounty.net](mailto:dtech-webteam@saccounty.net) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Sacramento County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [dtech-webteam@saccounty.net](mailto:dtech-webteam@saccounty.net) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Sacramento County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [dtech-webteam@saccounty.net](mailto:dtech-webteam@saccounty.net) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Sacramento County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sacramento County during the course of my relationship with you.

## Sutter County Superintendent of Schools

### MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2024, by and between the Sacramento City Unified School District hereinafter referred to as “local educational agency” or “LEA”) having an address at 5735 47<sup>th</sup> Ave, Sacramento, CA 95824 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as “LEC”) having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the “Party” and collectively, the “Parties”).

#### RECITALS

- A. The Department of Health Care Services (“DHCS”) is the single State agency responsible for administering the California Medical Assistance Program (“Medi-Cal”) and the School-based Medi-Cal Administrative Activities Program (“SMAA”) for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance (“CFDA”) number for this federal program is 93.778, Medical Assistance Program (“Medi-Cal”).
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association (“CCSESA”) LEC Region 3.
- C. LEC has entered into an Agreement with DHCS to serve LEA with Administrative Services related to School-based Medi-Cal Administrative Activities.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for School-Based Medi-Cal Administrative Activities (“SMAA”) services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 4 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to “CCSC”) to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
  - Region 3 (Sutter County Superintendent of Schools)
  - Region 4 (Contra Costa County Office of Education)
  - Region 5 (Santa Cruz County Office of Education)
  - Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortia for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortia. DHCS will continue to enter into signed agreements with the individual Local Educational Consortia and not enter into any agreement(s) with any consortia as a whole.

- Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

## **1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES**

This Agreement shall be effective for twelve (12) consecutive months commencing on **July 1, 2024** for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. For new LEAs the first claim shall be submitted for the period October through December quarter, 2024, as the first quarter claim is based on time survey results from the previous three quarters of the prior fiscal year.

The initial term of this Agreement shall be one (1) year commencing as of the date hereof. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party has provided written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1<sup>st</sup> of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

## **2. OPERATING PROCEDURES/SERVICES PROVIDED**

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:

- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
- (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEA's to finalize the "moments".
- (3) Process RMTS moments for invoicing.

- (4) Give direction to LEA's for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
- (6) Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
- (7) Provide the "tape match percentage" from data submitted by LEA's.
- (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
- (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
- (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
- (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
- (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 4 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
- (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
- (14) LEC shall certify to DHCS:
  - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
  - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
- (15) Issue reimbursement to LEA on claims approved and paid by DHCS within 45 days of receipt.
- (16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
- (17) LEC will act as the liaison between LEA and DHCS.

**B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.**

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or "shifts" as defined for the RMTS System Software

Platform (SSP) uploads and updates.

- (3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA TSP staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.
- (5) Arrange for the LEA SMAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (9) Federal regulations require that LEA maintain all records in support of allowable SMAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a SMAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.
- (12) The LEA understands and acknowledges that the LEC is not responsible for monitoring, reviewing, or verifying documentation for any coded moment required for the LEA Medi-Cal Billing Option Program (LEA BOP). The LEC is not liable for any exception, State or Federal disallowance related to district service documentation. The LEC is not responsible for any reimbursement or payment of funds to a LEC for participation in the LBOP for any exception, State or Federal disallowance related to direct service documentation. The LEC is not responsible



for any reimbursement or payment of funds to a LEA for participation in the LEA BOP.

### **3. FEE SCHEDULE**

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 12% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

### **4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS**

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "B."

### **5. CONFIDENTIALITY OF DATA**

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be

wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

#### **6. INPUT DATA**

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

#### **7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.**

LEA shall designate those employees and other personnel ("Users") who shall be given access to LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

#### **8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

#### **9. WORKERS' COMPENSATION**

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

#### **10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION**

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

## 11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

## 12. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third-party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.

- I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties’ rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

### **13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE**

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor (“Vendor”) for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA’s student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit “C” attached hereto and incorporated herein.



### **14. WARRANTY LIMITATION**

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

**15. LEA GOVERNING BOARD AUTHORIZATION**

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of LEA at its meeting of August 8, 2024 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

<b>LEA:</b>	<u>Sacramento City Unified School District</u>	<b>LEC:</b>	<u><b>Sutter County Superintendent of Schools</b></u>
<b>By:</b>	 <u>Janea Marking (Jun 24, 2024 09:24 PDT)</u>	<b>By:</b>	 <u>Tom Reusser (Jun 25, 2024 11:34 PDT)</u>
<b>Printed Name:</b>	<u><b>Janea Marking</b></u>	<b>Printed Name:</b>	<u><b>Tom Reusser</b></u>
<b>Title:</b>	<u>Chief Business and Operations Officer</u>	<b>Title:</b>	<u><b>Superintendent</b></u>
<b>Date:</b>	<u><b>06/24/2024</b></u>	<b>Date:</b>	<u><b>06/25/2024</b></u>

## EXHIBIT A – Medi-Cal Administrative Claiming Agreement

### Task

<b>Operating Procedures with LEC as Invoicing facilitator</b>	<b>LEC Coordinator</b>	<b>LEA Coordinator</b>
1. Evaluate LEA SMAA program to ensure appropriate participation	✓	✓
2. Maintain audit files and store data required to support operational plan		✓
3. Review audit file/operational plan for quality assurance and compliance	✓	✓
4. Provide and/or ensure RMTS training for coordinators	✓	
5. Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
6. Provide 100% coding of moments and clarification of moments if necessary	✓	
7. Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
8. Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
9. Input LEA Calendar into SSP, update periodically and certify	✓	
10. Provide LEC a quarterly TSP roster, including staff schedules		✓
11. Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template.	✓	
12. Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly	✓	
13. LEA/LEC to certify Coding Report	✓	✓
14. Offer support both programmatically and fiscally	✓	
15. Supply RMTS results for invoice process	✓	

16.	Generate/provide LEA Medi-Cal percentage (tape match)	✓	
17.	Provide fiscal training, materials and forms	✓	
18.	Review and provide all fiscal data necessary to process RMTS invoice		✓
19.	Ensure TSPs are not 100% Federally Funded and/or 100% paid out of the Indirect Cost Rate (ICR)	✓	✓
20.	Review LEA fiscal data and prepare invoice for reimbursement	✓	
21.	Prepare and submit invoice to DHCS for payment	✓	
22.	Process DHCS invoice reimbursements and send reimbursement payments to LEAs	✓	

## **EXHIBIT B – Medi-Cal Administrative Claiming Agreement**

*Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors Incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.*

### **Definitions**

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.



## EXHIBIT C – Medi-Cal Administrative Claiming Agreement

### PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

**1.1. Ownership.** LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

**1.2. Confidentiality Obligations.** Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.


# Sacramento City USD\_Updated SMAA Agreement\_4-30-24


Final Audit Report

2024-06-25


Created:	2024-05-06
By:	Caitlin Kinney (caitlink@sutter.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzfG8ldNLTqy_PiHO-8nEuOAYRblpdgr_


## "Sacramento City USD\_Updated SMAA Agreement\_4-30-24" History


 Document created by Caitlin Kinney (caitlink@sutter.k12.ca.us)  
2024-05-06 - 9:37:37 PM GMT- IP address: 207.166.22.154


 Document emailed to Geovanni Linares (geovanni-linares@scusd.edu) for signature  
2024-05-06 - 9:38:20 PM GMT


 Email viewed by Geovanni Linares (geovanni-linares@scusd.edu)  
2024-05-06 - 9:41:13 PM GMT- IP address: 104.47.57.254


 Caitlin Kinney (caitlink@sutter.k12.ca.us) added alternate signer Victoria Mena (victoria-mena@scusd.edu). The original signer Geovanni Linares (geovanni-linares@scusd.edu) can still sign.  
2024-05-31 - 10:40:33 PM GMT- IP address: 207.166.22.154

 Document emailed to Victoria Mena (victoria-mena@scusd.edu) for signature  
2024-05-31 - 10:40:34 PM GMT


 Email viewed by Victoria Mena (victoria-mena@scusd.edu)  
2024-05-31 - 10:48:12 PM GMT- IP address: 207.166.39.10


 Document signing delegated to Tina Alvarez-Bevens (Tina-Alvarez-Bevens@scusd.edu) by Victoria Mena (victoria-mena@scusd.edu)  
2024-06-03 - 11:06:56 PM GMT- IP address: 207.166.39.10


 Document emailed to Tina Alvarez-Bevens (Tina-Alvarez-Bevens@scusd.edu) for signature  
2024-06-03 - 11:06:57 PM GMT


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2024-06-13 - 5:41:34 PM GMT- IP address: 207.166.39.7


 Email viewed by Tina Alvarez-Bevens (Tina-Alvarez-Bevens@scusd.edu)  
2024-06-17 - 9:35:24 PM GMT- IP address: 207.166.39.7


 New document URL requested by Victoria Mena (victoria-mena@scusd.edu)  
2024-06-21 - 4:19:35 PM GMT- IP address: 207.166.39.3


 Caitlin Kinney (caitlink@sutter.k12.ca.us) added alternate signer Janea Marking (Janea-Marking@scusd.edu).  
The original signer Tina Alvarez-Bevens (Tina-Alvarez-Bevens@scusd.edu) can still sign.  
2024-06-21 - 4:49:45 PM GMT- IP address: 207.166.22.154


 Document emailed to Janea Marking (Janea-Marking@scusd.edu) for signature  
2024-06-21 - 4:49:45 PM GMT


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2024-06-21 - 8:08:47 PM GMT- IP address: 207.166.39.3

 Document e-signed by Janea Marking (Janea-Marking@scusd.edu)  
Signature Date: 2024-06-24 - 4:24:27 PM GMT - Time Source: server- IP address: 207.166.39.3

 Document emailed to Tom Reusser (tomr@sutter.k12.ca.us) for signature  
2024-06-24 - 4:24:32 PM GMT

 Email viewed by Tom Reusser (tomr@sutter.k12.ca.us)  
2024-06-25 - 6:34:14 PM GMT- IP address: 207.166.22.154

 Document e-signed by Tom Reusser (tomr@sutter.k12.ca.us)  
Signature Date: 2024-06-25 - 6:34:21 PM GMT - Time Source: server- IP address: 207.166.22.154

 Agreement completed.  
2024-06-25 - 6:34:21 PM GMT



**K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT**

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

*On behalf of:*  
The California College Guidance Initiative

**And**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

*Agreement No. 00008906*

This K-12 Data Sharing and Services Partnership Agreement (“Agreement”) is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization (“Foundation”), on behalf of the California College Guidance Initiative (“CCGI”), and the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** (“Local Educational Agency” or “LEA”), collectively (“Parties”) to set forth the roles and responsibilities of the Parties related to LEA’s uploading of its students’ Education Records to [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) (“CaliforniaColleges Website”) and Foundation’s provision of account support services on the CaliforniaColleges Website, the state of California’s official college and career planning platform. The Parties understand and intend that CCGI be designated as an outsourced provider of institutional services and a “school official” with legitimate educational interests in such Educational Records as described in 34 C.F.R. 99.31(a).

**I. DEFINITIONS**

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

“**Agreement**” shall have the meaning set forth in the preamble above and includes all linked addenda, schedules, and other attachments hereto (see below), as each may be amended from time to time to align CCGI’s practices with California state policy, institutional policies of the public college systems in California and the California Student Aid Commission, and to update improvements in CCGI’s security practices. Amendments to the addenda, schedules, and other attachments linked below will only take effect upon thirty (30) days’ notice to LEA. Should there be any conflict between the terms of this K-12 Data Sharing and Services Partnership Agreement and any other terms linked below, this K-12 Data Sharing and Services Partnership Agreement shall take precedence, any other conflicts shall follow the following order of precedence: (1) Terms and Conditions of Partnership, (2) Data Privacy and Security Addendum, (3) Data File Specifications, available at <https://www.cacollegeguidance.org/tcp/>. The Data File Specifications provide instructions for uploading Student Data onto the California Colleges Website.

[Terms and Conditions of Partnership](#)  
[Data Privacy and Security Addendum](#)  
[Data File Specifications](#)

“**CaliforniaColleges Website**” shall mean the website located at [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu). The Foundation is responsible for directly contracting and compensating a third-party technology vendor (“Vendor”) for the continued operation and maintenance of [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, which is incorporated by reference. This definition shall also include any successor website performing the same function as [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu).

“**Education Record**” shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

“**Student Data**” shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent/legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent/legal guardian by LEA. Student Data does not include information created by a student, including, but not limited to: college lists, career assessment results, portfolios, creative writing, photographs, and account information that enables ongoing ownership of that information which is governed by CaliforniaColleges Website privacy policy.

## II. TERM AND TERMINATION

A. **Term.** This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement and will continue until June 30, 2025. No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. **Termination for Convenience.** The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section V of this Agreement at least sixty (60) calendar days in advance of the Termination Date. However, it is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing LEA with written notice of termination in accordance with Section V of this Agreement at least forty-five (45) calendar days in advance of the Termination Date.

## III. DISTRICT RESPONSIBILITIES

### A. Data Sharing

1. LEA shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in the **Data Privacy and Security Addendum** attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.
2. LEA shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a high school operated by LEA.
3. LEA agrees to verify accuracy of courses entered by LEA into the University of California (“UC”) Course Management Portal (“CMP”) at the UC Office of the President.
4. LEA agrees to upload Education Records, in accordance with the **Data File Specifications**, attached at <https://www.cacollegeguidance.org/tcp/>, and hereby incorporated by reference. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Specifications may be iterated over time and additional optional fields may be added to the Data File Specifications. LEA data may be submitted via sFTP or an API if available.
  - a. LEA agrees to provide a centralized upload (not school site by school site) of Education Records from the local Student Information System (“SIS”) into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with LEA’s SIS provider, data may alternatively be shared via said API.

### B. Implementation

1. LEA shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.

2. LEA agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all users.
3. LEA agrees to identify a point of contact to (1) assist the Foundation during implementation phase; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.
4. LEA is responsible for identifying and maintaining which educators at the LEA are provided accounts on the California Colleges Website. To do so LEA is responsible for compliance with Section I of the Terms and Conditions of Partnership, "Educator Account Creation, Authorization, and Maintenance" attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.

#### IV. **FOUNDATION RESPONSIBILITIES**

**A. Technical and Service Level Support.** The CaliforniaColleges Website is operated and maintained by Vendor. Service level support for the CaliforniaColleges Website is provided directly by Vendor. LEA should reach out to [operations@californiacolleges.edu](mailto:operations@californiacolleges.edu) in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

**B. Fees and Payments for Services.** Foundation will provide the Services under this Agreement to LEA free of charge while Foundation continues to receive funding from the State of California. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation may assess and charge a fee for services provided to the LEA. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide LEA with a 45-day notice if funding from the State of California is reduced or discontinued.

**C. Scope of Services.** "Services" means the services and support offered by Foundation under this Agreement or on the CaliforniaColleges Website.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the LEA to ensure the data is properly uploaded in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Data File Specification** available at <https://www.cacollegeguidance.org/tcp/> to this Agreement.
2. CCGI shall maintain and process Education Records and Student Data on behalf of the LEA in a manner that meets the standards of the California Community Colleges, California State University ("CSU"), California Student Aid Commission ("CSAC"), and UC systems for verified transcript data.
3. Foundation will provide an audit report of LEA's a-g course listings in the UC CMP database to identify discrepancies. Foundation agrees to provide technical assistance, guidance, and support to LEA staff for purposes of reconciliation of any identified discrepancies.
4. Foundation shall provide access to CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Foundation shall provide students with the ability to launch their application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
6. Foundation shall provide students with the ability to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the CMP at the UC Office of the President, and which enables students, their parent/guardian, educators in their school, and LEA to track application submission.
7. Foundation shall provide students with the ability to launch their application for admission to the UC using the UC application in a manner that tracks submission on the CaliforniaColleges Website. Additionally, beginning fall of 2024, students will have the ability to auto-populate course data into their UC application.
8. Foundation shall provide students with the ability to initiate their Free Application for Federal Student Aid ("FAFSA") from within the CaliforniaColleges.edu, in a manner that allows students, their parent/guardian, educators at their school site, and LEA to track the launch of this application and

which enables CCGI to provide CSAC with information that supports the Cal-grant eligibility determination process.

9. Foundation shall provide students with the ability to launch additional college and financial aid applications, as they may become available, as additional institutions develop articulation agreements with CCGI.
10. Foundation shall provide the following support for LEA:
  - a) Technical assistance to support alignment between LEA's a-g course list in the UC CMP and the LEA SIS.
  - b) Training opportunities.
  - c) Implementation planning and support for strategic goal setting.
  - d) User support to respond to student, educator, or parent/guardian questions or other inquiries.

**V. NOTICE**

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered physically or via electronic mail to the addresses specified below:


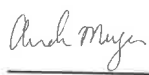
**CCGI:**

**Name:** Contracts Manager  
**Email:** [ccgicontracts@californiacolleges.edu](mailto:ccgicontracts@californiacolleges.edu)  
**Mailing Address:**  
 Foundation for California Community Colleges  
 1102 Q Street, Suite 4800  
 Sacramento, CA 95811

**LEA:**

**Name:** Christina Espinosa  
**Email:** [cespinosa@scusd.edu](mailto:cespinosa@scusd.edu)  
**Mailing Address:**  
 Sacramento City Unified School District  
 PO Box 246870  
 Sacramento, CA 95824

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT**

<b>SACRAMENTO CITY UNIFIED SCHOOL DISTRICT</b>	<b>FOUNDATION/CCGI</b>
Signed by:  By: _____ <small>D2972921888C416</small>	 By: _____
Print Name: <u>Janea Marking</u>	Print Name: <u>Andrea Meyer</u>
Title: <u>Chief Business &amp; Operations Officer</u>	Title: <u>General Counsel &amp; Corporate Secretary</u>
Date: <u>08/16/2024</u>	Date: <u>Aug 19, 2024</u>



MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
TO PROVIDE TEACHING INTERNS

This Memorandum of Understanding and Agreement to provide Teaching Interns ("Agreement"), is entered into this 8/23/2024 by and between the United States University ("University") and **Sacramento City Unified School District** ("District").

**RECITALS**

WHEREAS pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher education institution to provide teaching experience to students enrolled in the teacher training curricula of such institutions; and

WHEREAS University is approved by the Commission on Teacher Credentialing as a teacher education institution; and

WHEREAS it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement does not exceed the actual cost to District of the services rendered by District.

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

**I. DISTRICT RESPONSIBILITIES**

- A. Teacher Internship - District shall employ USU interns placed in District in full-time or half-time paid positions as classroom teachers during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of the District and the District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise. "Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of the District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.
- B. District may, for good cause, refuse to accept for supervised education teaching internships, any student at University assigned to teach or counsel in District, and upon request of District, made for a good cause, University shall terminate the assignment of any student at University to teach in District.
- C. District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from the Department of Justice and Federal Bureau of Investigation. The district shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 49406 to University students to provide evidence of a negative tuberculosis test performed within 60 days of their start date.
- D. The assignment of a student at United States University to teach in the District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to the District, and the University student is accepted by the assigned district site administrator.





- E. If offered an intern position, the employer is required to confirm the position meets the requirements for enrollment in the two-year intern program. Additionally, employers must confirm knowledge of the following California Commission on Teacher Credentialing requirements:
- Intern is employed in a public school or public charter. Interns cannot enroll if employed with a private school.
  - Intern will be employed as the teacher of record in an assignment that aligns with the credential being pursued and teaching a minimum of .5 FTE in a face-to-face instructional setting with the same group of students on a daily or weekly basis.
  - The intern cannot be used as a substitute during the non-contract time.
  - Assign a qualified, like-credentialed, district coach and veteran team of educators to support the intern a minimum of five hours per week with an additional 45 hours of support per year specifically for the English Learner Authorization.
  - Support the required completion of the edTPA Teaching Performance Assessment which includes video submissions from the classroom where students must be present.

## II. UNIVERSITY RESPONSIBILITIES

- A. The assignment of a University student to teach in the schools or classes of the District shall be at the discretion of the university and shall be for a maximum period of two academic years. University may give students more than one assignment to work on in such schools or classes.
- B. University agrees that University students working as teaching interns within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.
- C. No intern salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.
- D. United States University in partnership with employing districts shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code of Regulations §80033.
- E. Before assigning students to the District, the University shall instruct such students on applicable state and federal law relating to unlawful discrimination, sexual harassment, and mandated reporting of child abuse.

## IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

## V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:



- Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury, and property damage, endorsed to name the other party to the contract as additional insured.
- Workers' Compensation coverage with statutory limits; and
- Employer's Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement. Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

## VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue. In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

## VII. GENERAL PROVISIONS

- Term of Agreement. The term of this Agreement shall commence on the signature date at the bottom of the memorandum and shall be renewable annually not to exceed five years August 23, 2024 – August 22, 2029.
- Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching experience within District until the student has completed his or her assignment, except at the election of University.
- Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing and signed by both parties.
- Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.
- Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.
- Confidentiality. Both parties shall protect the confidentiality of each other's records and information and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.
- Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

United States University  
Dean, College of Education  
404 Camino Del Rio South  
San Diego, CA 92108

Sacramento City Unified School District  
Tina Alvarez-Bevens, Contract Analyst  
5735 47<sup>th</sup> Avenue  
Sacramento, CA. 95824



H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

J. Each intern certificate will be valid for two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students or for four years if the intern is participating in a district intern program leading to the achievement of both multiple subjects or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

**United States University**

**Sacramento City Unified School District**

By:

By:

A handwritten signature in black ink, appearing to read 'K Bragg', is written over a grey rectangular background.

Name (Signature)

Name (Signature)

Kelly Bragg  
Name (Print)

Janea Marking  
Name (Print)

Office of Educational Placements and Partnerships  
Title

Chief Business & Operations Officer  
Title

8/23/2024

Date

Date



## MOU Addendum A

### Internship Professional Development Plan

#### Credential Area: Single Subject

In collaboration with the district, the following professional development plan is provided and agreed to by the College of Education at United States University.

#### I. Evaluations

- a. The intern will be evaluated twice per term by the University Supervisor (employed by USU) and the Site Supervisor (employed by the district).
- b. An annual evaluation will be provided by the principal/designee as determined by my district placement.

#### II. Coursework

- a. United States University will provide the following coursework to each Multiple Subject Intern
  - i. Preservice Courses for ALL Interns
    1. Term 1
      - EDU 504 – Introduction to Special Education
      - EDU 525 – English Language Development Strategies for English Language Learners
    2. Term 2
      - EDU 510 Introduction to Classroom Instruction
      - INT 501 Internship Supervision and Support 1
  - ii. Core Courses & Practicum for ALL Multiple Subject Interns
    3. Term 3



EDU 503 Foundations of Education

INT 502 Internship Supervision and Support II

4. Term 4

EDU 540 Secondary Teaching Strategies I

INT 503 Internship Supervision and Support III

5. Term 5

EDU 541 Secondary Teaching Strategies II

INT 504 Internship Supervision and Support IV

6. Term 6

EDU 542 Content Area Literacy

EDU 501 Affirming and Valuing Diversity

iii. MAT Courses – for interns who choose this option.

7. Term 7

EDU 698 Educational Research in Action

EDU 699 MAT Capstone

iv. Bilingual Courses – if the intern is in a bilingual classroom (Spanish Only)

8. Term 8

EDU 522 First and Second Language Acquisition

EDU 580 Bilingualism, Biliteracy, and Immersion

9. Term 9

EDU 581 Spanish Language Methods

### Preservice Training

All interns participate in a 120-clock hour pre-service training at USU before they are granted their intern credential. The training is in the form of 2 courses that have virtual field experience embedded in them. The training covers: General pedagogy including classroom management and planning; Reading/language arts; Subject-specific pedagogy; Human development, and Specific content regarding the teaching of English Learners. These are covered in the following courses during the following term:

Term 1

EDU 504 – Introduction to Special Education

EDU 525 – English Language Development Strategies for English Language Learners

v. United States University will make sure that the following documents are on file before the intern leaves “Pre-Service” status:

1. Undergraduate degree from a regionally accredited institution
2. Passing CBEST scores
3. Passing CSET scores
4. CPR Certification
5. Negative TB Skin Test or Xray
6. CA/US History/Constitution Course or Exam
7. Covid vaccination card or waiver



8. Intern Job Offer from a Public School District

Special Education

United States University will provide training in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities by requiring all Multiple Subject students to complete the following course as a Pre-Service requirement for interning:

vi. Term 1

EDU 504 – Introduction to Special Education

Bilingual Education

For interns in a bilingual classroom, the University will ensure the intern has completed Spanish CSET 3-5 BEFORE they begin interning in a classroom.

The university will provide the following coursework to interns in a bilingual classroom, during the following terms:

Term 8

EDU 522 First and Second Language Acquisition

EDU 580 Bilingualism, Biliteracy, and Immersion

vii. Term 9

EDU 581 Spanish Language Methods

District/Site Professional Development Opportunities

The district/site shall provide the intern with a list of professional development opportunities available to them for the length of their internship.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

**United States University**

**Sacramento City Unified School District**

By:

By:

Name (Signature)

Name (Signature)

Kelly Bragg

Name (Print)

Name (Print)

Office of Educational Placements and Partnerships Title

Title

8/23/2024

Date

Date

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN SACRAMENTO COUNTY OFFICE OF EDUCATION ("SCOE") AND  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("DISTRICT")**

This MOU between SCOE and the District outlines their respective roles and responsibilities for implementing at the District's site, the *Student Mental Health Wellness Education and Training Bullying Prevention Program (BPP)* ("Program") collaboratively developed by SCOE and the Sacramento County Department of Health and Human Services Division of Behavioral Health Services. The parties seek to maintain or further increase the District's capacity to implement a sustainable bullying prevention program through the provision of training, demonstration sites, technical assistance, and support.

Once signed by both parties, this MOU is in effect from July 1, 2023, through June 30, 2024.

**A. SCOE agrees to:**

1. Provide a primary contact person for all work under this MOU. The primary contact is Lindsay Cathcart Pennetta, Project Specialist, 916.228.2565, lcathcart@scoe.net.
2. Convene meetings and provide consultation, professional development, technical assistance, and support for the Program.
3. Coordinate with District and demonstration site(s) to implement the evaluation plan and related tools for the Program.

**B. The District agrees to:**

1. Identify a "District Lead" to act as the point of contact for all work under this MOU and coordinate activities for the Program. The primary contact's name and email address is: \_\_\_\_\_
2. Continue adherence to the eligibility requirements used to establish demonstration site(s) as outlined in Attachment 1, which is attached hereto and incorporated herein by reference.
3. **Maintain original** demonstration site(s) to continue implementation of an evidence-based, research validated bullying prevention program for 4<sup>th</sup>, 5<sup>th</sup>, and/or 6<sup>th</sup> graders.
4. **Participate** in evaluations and reporting of the Program, including but not limited to, collecting attendance rates, documenting student demographics, participating in surveys related to the Program, and administering Program related surveys to students, parents, and staff, **for original** demonstration site(s).
5. **Expand** implementation, when feasible, to include additional grade levels and/or sites. Report the number of expansion sites/ grade levels, curriculum used, and number of students served.
6. Provide bullying prevention professional development opportunities and refresher trainings in the District for administrators, teachers, support staff, and parents.
7. Attend mandatory meetings, trainings, and other events.
8. Disseminate electronic updates, information, and other resources.
9. Submit a copy of the District Board Policy and Administrative Regulations related to Bullying and Bullying Prevention.
10. Submit a Program work-plan and budget that describes how the allocated funds will be used to implement the Program.
11. Work collaboratively with SCOE to accommodate changes related to program delivery due to the California Department of Public Health's and Sacramento County Public Health's COVID-19 restrictions and guidelines.
12. Provide quarterly reporting to SCOE that includes a description of program activities undertaken for the prior quarter, attendance rates for the programs, student attendee demographic information, and a summary of course evaluation data and any attendee

feedback. Submit all data for quarterly reports by the 10<sup>th</sup> day of the month following the end of each quarter. The final report is due to SCOE no later than July 31, 2024.

**C. Fiscal**

SCOE will provide \$17,885 to District to support the District's Bullying Prevention Program. District will invoice SCOE annually by July 31, 2024. SCOE will pay District within 90 days of receipt of the invoice. District must expend or obligate all funds committed by SCOE under this MOU by June 30, 2024, and submit a final report and final invoice no later than July 31, 2024, otherwise any unexpended or unobligated funds must be returned to SCOE within 30 calendar days of the final invoice or the date of termination of the MOU, whichever is the earlier date.

**D. General Terms**

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision shall survive the termination of this agreement.

2. Audit. SCOE or its agent shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU. District agrees to maintain such records for possible audit for a minimum of five years after final payment unless a longer period of records retention is stipulated. District also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.
3. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
4. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
5. Insurance. All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such a requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
6. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
7. Termination. Either party may terminate this MOU at any time by giving the other party 30 days written notice. SCOE will remit payment for all services rendered up until the date of termination. District will reimburse SCOE within 30 calendar days any sums not expended by




the date of termination. Upon termination, District shall turn over all work, completed and uncompleted, including any outstanding reports to SCOE. This MOU is contingent upon SCOE receiving full funding and may be immediately terminated if its funding for the MOU is reduced or eliminated.

8. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

**For the Sacramento County Office of Education:**

Brent Malicote, Assistant Superintendent

 10.26.13  
\_\_\_\_\_  
Signature and Date

**For Sacramento City Unified School District:**

Lisa Allen, Interim Superintendent

\_\_\_\_\_  
Superintendent Signature  
(or Designee) and Date

## Attachment 1

### **Demonstration Sites**

#### **Criteria**

1. **Demonstrated Need** – the District site has need for a bullying prevention program; the District provides supporting evidence.
2. **Demonstrated Strengths** – the site has strengths and capacity that will support the successful implementation of a bullying prevention program; the District provides supporting evidence.
3. **Willingness and Agreement to Implement from Administration and Staff** – the District submits a signed letter of support from the site administrator(s) and school staff.
4. **Under-served Cultural Populations** – the site serves students and families of diverse cultural and ethnic backgrounds; District provides evidence.
5. **Students at Risk** – the student population or groups of students at the site are at risk for bullying; the District provides evidence.

**SUCCESSOR MEMORANDUM OF UNDERSTANDING  
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
SACRAMENTO COUNTY PUBLIC HEALTH, SEXUAL HEALTH PROMOTION UNIT  
(SCPH-SHPU)**

This Successor Memorandum of Understanding (“MOU”) is made and entered into by and between the Sacramento City Unified School District (“District”) and the County of Sacramento Department of Health Services - Sacramento County Public Health, Sexual Health Promotion Unit (“Agency” or “SCPH-SHPU”). District and Agency may be referred to in this Agreement individually as a “Party” or jointly as the “Parties.” This MOU replaces a previous Memorandum of Understanding that was executed by the Parties on October 17, 2023 (“Prior MOU”) and is attached as **Attachment A**.

**RECITALS**

**WHEREAS**, District and SCPH-SHPU desire to improve the health and well-being of the region's youth by working together to increase access to sexual and reproductive health services and reduce HIV/sexually transmitted diseases and teen pregnancy;

**WHEREAS**, based on 2020 U.S. Centers for Disease Control and Prevention (“CDC”) data, California had the highest number of reported chlamydia, gonorrhea, and adult (primary and secondary) syphilis cases, as well as the second most congenital syphilis cases of all states.

**WHEREAS**, striking disparities in the sexually transmitted infection (“STI”) burden persist between populations, with the highest STI rates continuing to occur in young people, Black/African Americans, and gay, bisexual, and other men who have sex with men.

**WHEREAS**, these disparities are particularly important because people at higher risk for STIs may also be at risk for related adverse health outcomes such as HIV infection, infertility, ocular and neurosyphilis, and multi-drug resistant gonorrhea, among others;

**WHEREAS**, SCPH-SHPU provides mobile medical services related to sexual and reproductive health through the Wellness Without Walls program (“W3 Program”) and, through the use of trained staff – including a Nurse Practitioner who can prescribe treatment for sexually transmitted infect – provides counseling and education and administers free HIV and STI testing for W3 Program clients;

**WHEREAS**, on or about October 17, 2023, the Parties entered into that Prior MOU;

**WHEREAS**, District and SCPH-SHPU desire to replace the Prior MOU in its entirety and enter into a new MOU to clarify the terms of their engagement, promote their respective goals and establish their respective rights, responsibilities, and obligations associated with regard to the implementation of sexual and reproductive health services; and

**WHEREAS**, by entering into the MOU, the Parties desire to supersede and replace the Prior MOU in its entirety.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

## **AGREEMENT**

### **1. TERMINATION OF PRIOR MOU**

**1.1** By mutual agreement, the Prior MOU shall be terminated effective upon execution of this MOU and, thereafter, shall be null and void and have no further force or effect.

**1.2** The Parties intend that this MOU shall supersede and replace in its entirety the Prior MOU.

### **2. TERM AND TERMINATION.**

**2.1 Term.** The Term of the MOU shall be from October 19, 2023 through June 30, 2025 (“Term”), unless earlier terminated as provided herein.

**2.2 Termination for Convenience.** Either Party may terminate this Agreement at any time for any reason, by giving thirty (30) days’ written notice to the other Party. SCPH-SHPU shall immediately stop further performance of the Services upon receipt of written notice from District, unless otherwise directed.

### **3. RIGHTS AND RESPONSIBILITIES OF THE AGENCY**

**3.1 SCPH-SHPU Services.** Agency agrees to deliver or provide all services (“Services”) set forth herein, to District students aged twelve (12) or older, during the Term of this MOU:

a. SCPH-SHPU will provide mobile sexual health services to District students through the W3 Program on District campuses, which services are identified on **Attachment B**.

b. SCPH-SHPU will assist educators in providing evidence-based sexual health education to youth in the District, upon request by the District.

c. SCPH-SHPU will only provide the services identified on Attachment B and will not provide general medical care to District students.

d. SCPH-SHPU will only provide the services identified on Attachment B in compliance with all applicable laws regarding minor consent and confidentiality.

**3.2 Agency Service Location.** All Agency Services shall be delivered to or provided in-person at the District sites identified in **Attachment C**. The specific areas on District campuses where such services shall be provided will be determined by the District.

#### **4. RIGHTS AND RESPONSIBILITIES OF THE DISTRICT**

**4.1 District Responsibilities.** District agrees to the responsibilities as set forth herein, during the Term of this MOU:

a. The District will permit SCPH-SHPU staff and the W3 Program mobile medical unit to enter District properties identified on **Attachment C** to provide the Services.

b. District nurses and support staff, to the extent reasonably possible as determined by the District in its sole discretion, will assist with promoting the W3 Program services to youth in collaboration with SCPH-SHPU staff.

#### **5. PERSONNEL.**

**5.1 Qualifications; Certifications/Licenses.** Agency shall ensure that all Agency employees, staff, agents, and/or contractors assigned to provide Services to District shall hold any license, certificate, permit, or other document required for the service rendered, consistent with the Education Code and/or all other applicable laws. Agency shall maintain appropriate documentation of all applicable licenses, certificates, permits, or other documents held by all Agency employees, staff, agents, and/or contractors assigned to provide Services to District, and provide a copy to the District upon request.

#### **6. INSURANCE.**

**6.1 Minimum Amounts.** During the Term of this MOU, Agency shall maintain and provide at all times it performs any portion of the Services, the following insurance, with minimum limits equal to the amounts indicated below, at each Party's sole cost and expense:

a. Comprehensive or Commercial General Liability insurance with limits of at least \$1,000,000 Per Occurrence / \$2,000,000 Aggregate.

b. Sexual Abuse and Molestation Insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.

c. Professional Liability (Errors and Omissions) Insurance with limits of at least \$1,000,000 Per Occurrence / \$2,000,000 Aggregate.

d. Statutory Workers' Compensation Insurance, as prescribed by the law of the State of California.

**6.2 Self-Insurance** Without limiting the Agency's indemnity obligations, District acknowledges that Agency (SCPH-SHPU) is a self-insured public entity under Government Code 990.4.

**6.3 Proof of Carriage of Insurance.** Upon request, Agency shall provide a letter of self-insurance stating that Agency's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement.

**6.4 Additional Insured.** Agency shall list District, its Board of Education, officers, employees, agents, representatives, and authorized volunteers under its General Liability Policy as a named insured prior to Agency providing Services to the District. The coverage shall contain no special limitations on the scope of protection afforded to the District, the Board and each trustee, its officers, employees, or authorized volunteers.

## **7. INDEMNIFICATION.**

**7.1 Indemnification by Agency.** To the furthest extent permitted by law, Agency agrees to indemnify, defend, and hold harmless the District, its Board of Education, officers, employees, agents, representatives, and volunteers from and against any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that the District may incur and that arise out of work, service, obligations, or performance under this MOU, or for any activity, work, or thing done, permitted, or suffered by Agency in conjunction with this MOU, excluding those claims, liabilities, damages, or judgments arising from the sole active negligence or willful misconduct of District.

**7.2 Indemnification by District.** District agrees to indemnify, defend, and hold harmless Agency, its officers, employees and agents from and against any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that Agency may incur and that arise out of the District's negligent acts or willful misconduct in connection with this Agreement.

**7.3 Limitation of Liability.** Notwithstanding any other provision of this Agreement, in no event, shall District or Agency be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

## **8. GENERAL PROVISIONS.**

**8.1 Exclusive Use.** Services provided under the Agreement are for the exclusive use of the District and District students. No other persons shall be allowed onto District property for the purpose of receiving services by SCPH-SHPU.

**8.2 Health and Safety.** Agency is responsible for maintaining the health and safety of all District students and staff in the performance of this Agreement. Agency shall be responsible for complying with all applicable federal, state, county, District, or local laws, regulations, and guidelines regarding public health and safety, including but not limited to any requirements pertaining to a pandemic or epidemic.

**8.3 Compliance with Laws and District Policies.** Agency agrees to comply with all applicable federal, state, county and local laws and regulations, and District policies and practices in performing the Services under this Agreement. Failure to comply with such laws, regulations, and/or District policies and practices is considered a material breach of the Agreement and may result in termination.

**8.4 Fingerprinting Certification.** Pursuant to the procedures provided in Education Code section 45125.1, Agency and its employees, staff, agents and/or contractors (“SCPH-SHPU staff”) agree to fingerprint and perform background checks on any and all SCPH-SHPU staff who may come into contact with District students in the course of performing Services under this MOU. Agency further agrees to read and sign the Fingerprinting Certification attached hereto as **Attachment D** and incorporated herein, and to provide the District with such written certification that Agency has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all SCPH-SHPU staff who may have contact with District students in the course of providing the Services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code sections 45122.1, *et seq.* A complete and accurate list of such cleared individuals who may come in contact with District students during any term of this Agreement will be maintained by Agency and made available to the District upon request.

**8.5 Subsequent Arrest Notification.** Agency shall notify the District within 24 hours of any notice (e.g. a subsequent arrest notice) that a SCPH-SHPU staff was arrested if that person has had or may have contact with District students.

**8.6 Child Abuse Reporting.** To the extent that Agency and its employees or contractors are deemed “mandated reporters” under Penal Code section 11165.7, Agency affirms that Agency and its employees or contractors who will be providing Services to the District are annually trained in, and shall comply with, all applicable child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11164 *et seq.* and Education Code section 44691.

**8.7 Tuberculosis Examination.** Agency shall comply with the requirements of California Education Code section 49406 and Health and Safety Code section 125125, *et seq.* regarding the assessment and, as applicable, examination, of all employees, contractors and volunteers for tuberculosis. For each employee or contractor of Agency that may provide Services under this Agreement, Agency shall provide to District documentation of such compliance before Agency’s employees or contractors come in contact with a student.

**8.8 Independent Contractor.** Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties or SCPH-SHPU staff. The relationship between the Parties will at all times be that of independent contractors. Neither Party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein. Agency shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to Agency’s employees.

**8.9 Force Majeure.** A Party shall be excused from the performance of any obligation imposed in this Agreement and the Attachments hereto for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third Parties, a governmental agency or entity, an Act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, pandemic, epidemic, strikes or lockouts, and such nonperformance will not be a default hereunder or a grounds for termination of this Agreement. Agency shall not be entitled to recover any monetary damages from District as a result of a force majeure event.

**8.10 Non-Discrimination.** Agency affirms that it shall not, in employment or operation of its programs and Services, unlawfully discriminate on the basis of 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 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 characteristic.

**8.11 Confidentiality and Student Privacy.** Agency and all of its employees, agents, personnel, and/or contractors shall maintain the confidentiality, and protect from unauthorized disclosure, of any and all information received in the course of performing any and all Services pursuant to this Agreement, including but not limited to all District student information and records, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that the Agency should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. Agency and all of its employees, agents, personnel, and/or contractors shall not use such confidential information for any purpose other than carrying out the obligations under this Agreement. Agency understands that all student records are confidential and agree to comply with all applicable federal, state, and local laws concerning the maintenance and disclosure of student records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**8.12 Disputes.** In the event of a dispute between the Parties as to performance of the Services, interpretation of the Agreement, or payment, the Parties will meet and confer and attempt to resolve the matter informally. Thereafter, the Parties agree that any and all disputes in any way arising out of or relating to this Agreement will be submitted for resolution by non-binding mediation. Each Party in such mediation shall bear its own costs and attorneys' fees incurred in connection with the mediation. Neither Party may initiate any arbitration or legal action prior to the conclusion of the mediation.

**8.13 Governing Law/Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to enforce the terms and conditions of this Agreement shall be based in Sacramento County, California.



**8.14 Notice.** Any notice, demand or other communication required or desired to be given under the Agreement shall be in writing and shall be deemed given (i) upon receipt when delivered by hand; (ii) one (1) business day after being sent by facsimile (with a transmission receipt verified by the sender and a hard copy promptly dispatched by United States mail, postage prepaid); (iii) one (1) business day after being sent by Federal Express or other nationally recognized overnight courier for next business day delivery, fee prepaid; or (iv) three (3) days after being mailed by first-class certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to District:

Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contract Analyst  
5735 47<sup>th</sup> Avenue  
Sacramento, California 95824

If to Agency:

County of Sacramento, Department of Health Services  
Attn: Olivia Kasirye, Health Officer  
7001-A East Parkway Ste. 1000  
Sacramento, CA 95823

**8.15 Assignment.** Neither the Agreement nor any duties or obligations under the Agreement shall be assignable by a Party to the Agreement without the express prior written consent of the other Party.

**8.16 Severability.** In the event any term, condition, or provision of the Agreement shall be held to be invalid, void, and/or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, and be valid and binding on the Parties hereto.

**8.17 Attorneys' Fees and Costs.** In the event of any legal action or proceeding to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, each Party shall bear its own litigation and collection expenses, including witness fees, court costs, and attorneys' fees and costs.

**8.18 Captions.** The captions of paragraphs used in the Agreement are for reference only and the text thereof are not to be construed as material to the understanding or interpretation of the respective provisions.

**8.19 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained in it shall be valid or binding. This Agreement may be amended or modified only by the mutual written consent of the Parties hereto.

**8.20 Counterparts.** This Agreement may be executed by the Parties hereto in any number of counterparts (and by each of the Parties hereto on separate counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**8.21 Incorporation of Recitals and Attachments.** The recitals and each Attachment attached hereto are hereby incorporated herein by reference.

**8.22 Governing Board Approval.** In accordance with Education Code section 17604, this Agreement is subject to approval or ratification by the District Board of Education, and does not become effective until and unless such approval/ratification is obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement upon the terms, conditions and provisions set forth above.

**County of Sacramento,  
Department of Health Services**

**Sacramento City Unified School District**

\_\_\_\_\_  
Name: Olivia Kasirye

\_\_\_\_\_  
Name: Janea Marking

Health Officer  
Title

Chief Business Officer  
Title

\_\_\_\_\_  
Signature

Signed by:  
*Janea Marking*  
D2972921888C416...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

08/19/2024

\_\_\_\_\_  
Date

## ATTACHMENT A

### Prior MOU

DocuSign Envelope ID: FCBE025F-38D6-4AA8-AF19-AFC9C72D17D4

#### Memorandum of Understanding

Between

Sacramento City Unified School District (SCUSD),

and

Sacramento County Public Health, Sexual Health Promotion Unit  
(SCPH-SHPU)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Sacramento County Division of Public Health, Sexual Health Promotion Unit (SCPH-SHPU) and the Sacramento City Unified School District (SCUSD), to improve the health and well-being of our region's youth by working together to increase access to sexual and reproductive health services and reduce HIV/STD and teen pregnancy.

#### Background

Based on 2020 U.S. Centers for Disease Control and Prevention (CDC) data, California had the highest number of reported chlamydia, gonorrhea, and adult (primary and secondary) syphilis cases, as well as the second most congenital syphilis cases of all states. Striking disparities in STI burden persist, with the highest STI rates continuing to occur in young people, Black/African Americans, and gay, bisexual, and other men who have sex with men (MSM). These disparities are particularly important because people at higher risk for STIs may also be at risk for related adverse health outcomes such as HIV infection, infertility, ocular and neurosyphilis, and multi-drug resistant gonorrhea, among others.

Sacramento County's Sexual Health Promotion Unit provides mobile medical services related to sexual and reproductive health through the Wellness Without Walls program (W3). Trained staff provide counseling and education and administer free HIV and STI testing for W3 clients. The W3 team includes a Nurse Practitioner who can prescribe treatment for sexually transmitted infections as needed.

#### Purpose

This MOU will outline the partnership between SCPH-SHPU and SCUSD to implement sexual and reproductive health services to include the following:

- SCPH – SHPU will provide mobile sexual health services to students through the Wellness Without Walls (W3 program).
- SCPH-SHPU will assist educators in providing evidence-based sexual health education to youth in the SCUSD, upon request
- SCUSD will permit SCPH-SHPU staff and W3 mobile medical unit onto school property to provide services
- SCUSD nurses and support staff will assist with promoting The W3 Program services to youth in collaboration with SCPH – SHPU staff.

#### Funding

This MOU is not a commitment of funds.

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**Duration**

This MOU may be modified only by mutual written consent of authorized officials from Sacramento County Public Health or Sacramento County Child Protective Services. This MOU shall become effective upon execution and will remain in effect, through June 30, 2025. Either party may terminate their participation in this MOU, with or without cause, by giving written notice at least 30 days prior to the effective date of such termination to the address listed below.

**Contact Information**

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

DocuSigned by:  
*Jesse M. Castillo*  
02744494152012

\_\_\_\_\_  
Signature

Assistant Superintendent

\_\_\_\_\_  
Title

10/06/2023

\_\_\_\_\_  
Date

County of Sacramento, Department of Health Services  
7001-A East Parkway Ste. 1000, Sacramento, CA 95823

DocuSigned by:  
*Olivia Kasinye*  
02744494152012

\_\_\_\_\_  
Signature

Health Officer

\_\_\_\_\_  
Title

10/17/2023

\_\_\_\_\_  
Date

**ATTACHMENT B**

**Services to be Provided**

**SACRAMENTO COUNTY PUBLIC HEALTH, SEXUAL HEALTH PROMOTION UNIT**

**Wellness Without Walls - Mobile Program Services**

- Testing and treatment for STIs including HIV
- Pregnancy testing
- Birth control
- Risk reduction counseling & supplies.
- Assisting teacher with state mandated sexual health education per the California Healthy Youth Act

**ATTACHMENT C**  
**District Properties**

1. Hiram Johnson High School

**ATTACHMENT D**

**Fingerprinting Certification**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("Contractor"), certify that, pursuant to Education Code section 45125.1, Contractor has conducted the required criminal background check(s) of all persons who will be providing services to the Sacramento City Unified School District ("District") on behalf of Contractor, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code section 45125.1, **attached hereto** is a list of names of the employees or agents of Contractor who will be providing services to the District and who are required to be fingerprinted. I agree to keep this list current and to notify the District of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_, 2024, in Sacramento, California.

(Seal of business)

By: \_\_\_\_\_  
(Signature)

**“BOARD OF DIRECTORS’ RESOLUTION / SIGNATURE AUTHORITY”**

WHEREAS, a proposed contract with the COUNTY OF SACRAMENTO for the delivery of services by this organization has been determined to be in the best interest of 1. Sacramento City Unified School District by its duly constituted Board of Directors:

NOW, THEREFORE, BE IT RESOLVED: That the persons named below are authorized to negotiate and execute, on behalf of the above stated corporation, said contract and any and all documents pertaining to this contract, and to submit claims for reimbursement and other financial reports required by said contract;

AND FURTHERMORE: That the signatures recorded below are the true and correct signatures of the designated individuals.

**AUTHORIZED TO EXECUTE CONTRACT:**

2. Chief Business and Operations Officer  
Title

3. Janea Marking  
Name

4.   
Signature

**AUTHORIZED TO SUBMIT CLAIMS:**

5.  
Title

6.

7.  
Signature

**CERTIFICATION**

I certify that I am the duly qualified and acting Secretary of 8. Sacramento City Unified School District, a duly organized and existing California 9. Nonprofit (corporation). The foregoing is a true copy of a Resolution adopted by the Board of Directors of said corporation, at a meeting legally held on 10. 9/5/2024, and entered into the minutes of such meeting, and is now in full force and effect. Date: 11. 9/5/24

12. Lisa Allen  
Name (Type or Print)

13.   
Signature



Contractor Information Letter

March 22, 2024

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**SUBJECT: Pending Agreement with the County of Sacramento, Department of Health Services, Division of Public Health**

You or your agency are being contracted to provide services to Sacramento County residents in Fiscal Year 2024-2026. The following information is required in order to process your contract accurately and timely.

1. **Contractor's Legal Business Name:** Sacramento City Unified School District
2. **Business Address:**  Same as above  
 New address, as follows: 5735 47th Avenue, Sacramento CA 95824  
Chief Business and Operations Officer
3. **Service Delivery address**, if different than above: **Please complete form Service Delivery Address List.** Please include every site where services are delivered.
4. **Work Phone:** (916) 643-9055 **Other phone:** \_\_\_\_\_
5. **E-mail address:** janea-marking@scusd.edu
6. **You are contracting as (please check only one):**  individual provider  business owner  
**Type of business:**  Corporation **In which state?** \_\_\_\_\_  Sole Proprietorship  Partnership  
 Government agency/organization  
**Is this a nonprofit organization?**  Yes  No
7. **How many full time employees work for your company?** 4,000
8. For the purposes of this contract, the County may or may not withhold taxes from the provider.  
**(Please Note: IRS rules may require the County to withhold taxes from some providers.) Would you prefer to have taxes withheld?**  Yes  No
9. **Contact person for this organization:** Jacqueline Garner **Phone No.** (916) 643-9412
10. **Do you or your company own or lease vehicles to be used while performing services under this contract?**  
 Yes  No
11. **Employer Identification Number:** 94-6002491
12. **DUNs number(s):** \_\_\_\_\_

13. Your agency's fiscal year is:  January 1<sup>st</sup> – December 31<sup>st</sup>  July 1<sup>st</sup> – June 30<sup>th</sup>  
 Other \_\_\_\_\_ to \_\_\_\_\_  
(month) (day) (month) (day)

14. If contracting as a Corporation, **please attach a copy of the Resolution approved by your agency's Board of Directors** that authorizes your organization to enter into a contract with the County. The Resolution should also include the names and titles of each person authorized to execute the agreement and to submit claims for payment.

15. In order for your contract to be executed, you **must provide a certificate of insurance** for the appropriate types of insurance and amounts indicated in your Sacramento County contract. **Sacramento County must be named as Additional Insured** for General Commercial Liability coverage, and an **Additional Insured Endorsement page must be submitted**.

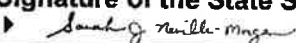

16. **Please return this completed form to [lepid@sasscounty.gov](mailto:lepid@sasscounty.gov) no later than April 4, 2024.** If you have any questions regarding this process, please contact me at (916) 875-2335.

Sincerely,

DionJanae Lepisi  
Administrative Services Officer I  
Sacramento County Public Health

California Department of Education  
 Fiscal Administrative Services Division  
 AO-400 (REV. 09/2014)

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Interim Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			<b>CDE GRANT NUMBER</b>			
			<b>FY</b> 24	<b>PCA</b> 15752	<b>Vendor Number</b> 6743	<b>Suffix</b> RR
<b>Attention</b> Expanded Learning Programs Coordinator			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b> 34	
<b>Program Office</b> Expanded Learning Office			<b>Resource Code</b> 3225	<b>Revenue Object Code</b> 8290	<b>INDEX</b> 0150	
<b>Telephone</b> (916) 643-9000						
<b>Name of Grant Program</b> Elementary and Secondary School Emergency Relief (ESSER) III Summer R-1 Renewal Grant Program					0150	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$655,000.00	\$27,109.97	\$682,109.97	1	07/01/23	09/30/24
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>		<b>Federal Agency</b>		
84.425U	S425U210016-21A	American Rescue Plan—ESSER III		U.S. Dept. of Education		
I am pleased to inform you that your ESSER III Summer R-1 Renewal Grant Program for the purposes of Section 2001(f)(3) of the federal American Rescue Plan Act of 2021 (P.L. 117-2) was amended.						
This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.						
By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options.						
Please email the signed Grant Award Notification (AO-400) to: Fred Sharp at Fsharp@cde.ca.gov						
<b>California Department of Education Contact</b> Fred Sharp				<b>Job Title</b> Associate Governmental Program Analyst		
<b>E-mail Address</b> Fsharp@cde.ca.gov				<b>Telephone</b> 916-319-0720		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> 8/14/2024		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b> <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>						
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer		
<b>E-mail Address</b> janea-marking@scusd.edu				<b>Telephone</b> (916) 643-9055		
<b>Signature</b> Signed by: 				<b>Date</b> 08/28/2024		

CDE Grant Number: 34-15752-6743-RR

August 14, 2024

Page 2

The purpose of the ESSER III Summer Grant Program is for the implementation of evidence-based summer enrichment programs, and ensure such programs respond to students' academic, social, and emotional needs and address the disproportionate impact of the coronavirus on the student populations described in Section 1111(b)(2)(B)(xi) of the Elementary and Secondary Education Act of 1965 (20 United States Code [U.S.C.] 6311[b][2][B][xi]), students experiencing homelessness, and children and youth in foster care.

**Administrative and Program Requirements**

**Reporting Requirements**

Attendance and expenditure reports are due each year by July 31 for each site funded. The CDE will withhold ESSER III Summer Grant Program payments in a manner consistent with their qualifying After School Education and Safety (ASES) Program funding if reports are not submitted. Grants may be terminated when a site or program does not comply with reporting requirements (California Education Code [EC] sections 8426[i], 8483.7[a][1][G], and 8484.8[b][3]).

Attendance and expenditures for the ESSER III Summer Grant Program must be tracked and submitted separately from existing ASES, 21st Century Community Learning Centers (CCLC), and After School Safety and Enrichment for Teens (ASSETs) grants.

**Attendance Reporting**

Grantees will report ESSER III Summer Grant Program attendance separately from their ASES, 21st CCLC, and ASSETs Programs attendance based on the total amount of students involved in the program. Accurate attendance records must be kept using a clearly defined record-keeping procedure. Actual student program attendance must be sent to the Expanded Learning Division on a bi-annual basis broken into two halves per year (first half is for July 1–December 31 and second half is for January 1–June 30) via the attendance reporting form.

Funding may be used to enhance existing programming without serving additional students or to enhance programming and serve additional students. Submit a narrative describing the enhancements that the funding will be used for along with a budget for the Performance Period to document the budget for the program enhancements.

**Expenditure Reporting**

Grantees will report ESSER III Summer Grant Program expenditures separately from their qualifying ASES, 21st CCLC, and ASSETs Program expenditures. Each site will submit on a quarterly basis, expenditure reports broken into four quarters (July 1–September 30, October 1–December 31, January 1–March 31, and April 10–June 30) via the After School Support and Information System (ASSIST).

ESSER III Summer Grant Program funds may be carried over into the next fiscal year, but not beyond the two-year grant period.

**Operational Requirements**

The program site is the physical location where the ESSER III Summer Grant Program activities and services are provided, and a site that is approved by the CDE. Grant funds should be used to establish and/or enhance Summer Expanded Learning Programs during summer, vacation, and intersession time periods. A grantee that operates a Summer/Supplemental Program may open eligibility to every pupil attending a school in the school district. Priority for enrollment shall be given to the pupils enrolled in the school that receives the grant. (EC sections 8422[c] and 8483.76[d])

**Payments**

Percent of the Total Funded Grant Amount	Date Issued and Reporting Requirements
80 percent	On receipt of the signed original grant award letter AO-400.
20 percent	20 percent will be withheld until the final attendance and expenditure reports are received.  Payments will only be made up to the amount expended through the ESSER III Summer Grant Program.

**Memorandum of Understanding  
Between the University  
and  
Sacramento City Unified  
School District**

This Memorandum of Understanding (“MOU”) is intended to outline the responsibilities and expectations of The Regents of the University of California, on behalf of its Davis campus (“the University”), and a non-profit community host partner (“CHP”). The University and the CHP are collectively referred to as “the Parties.”

**Purpose**

The University shall provide civic engagement and experiential learning opportunities to enrolled undergraduates (“Fellows”) through courses and practical experiences with CHPs in K-12 education, Climate Action, and Food Insecurity focus areas on California Volunteers #CaliforniansForAll (“UC Davis College Corps). Fellows shall receive a living allowance and education award from the UC Davis College Corps grant for their civic engagement service hours to CHPs. The University and the CHP mutually benefit from permitting Fellows to learn and obtain experience by serving during their undergraduate experiences.

The University and the CHP desire to work collaboratively to improve the alignment of civic engagement strategies and the coordination of resources to increase undergraduate fellow civic engagement experiences and support, impact members of regional communities, and continue growth in learning and social justice perspectives. The University and the CHP intend to conduct dynamic data exchanges to improve and guide continuous improvements to targeted support activities, resources and services for community members, and fellows who engage in such efforts.

**Roles and Responsibilities of the Parties:**

**The CHP Shall:**

- A. Approve the recommended Fellow’s assignment and site location before the service start date.
- B. Provide practical, direct service experience for the Fellow assigned to the CHP.
- C. Identify a CHP member as the Fellow’s supervisor to the Fellow and the University. The CHP supervisor shall regularly meet with the Fellow to facilitate the Fellow’s learning experience, provide support, review progress on assigned projects, document and verify hours, give the Fellow feedback, and participate in required training and meetings conducted by the University.
- D. Provide the Fellow with an orientation, tour of the location facilities, introduction to CHP staff and its affiliates, the CHP’s operations, emergency and service protocols, and check-in and check-out recordkeeping instructions.
- E. Provide the Fellow with a description of the Fellow’s tasks and responsibilities, which must not supplant CHP employment positions. Evaluate the Fellow, if requested by the University.
- F. Provide the Fellow with appropriate training, materials, and safety equipment, before the Fellow uses CHP equipment, materials, or other resources. The training must not exceed 20% of the fellow service hours (90 of 450 service hours).
- G. Seek approval from the University for the Fellow’s host site location change 14 days in advance of the change date and if approved, notify the Fellow 7 days before the change date. If denied, CHP will not decrease scheduled service hours or negatively impact the Fellow’s fellowship.
- H. Inform the University of additional unexpected costs or expenses projected for the Fellow and receive

approval for such costs by the University before incurring the costs.

- I. Permit and assist with the collection of information about community members who receive services during delivery hours and provide information regarding the Fellow's hours of service ("Data"). The responsibilities and description of Data collected are detailed in Attachment 1, "*Data Sharing Responsibilities*," and Attachment 2, "Data Elements and Reporting Frequency" to this MOU.
- J. Upon written request to the University, the CHP may identify an alternative means that must be approved in advance by the University to meet grant reporting needs for the Fellow's service hours rendered.
- K. Evaluate the Fellows's delivery of tasks and responsibilities in the description, referenced in Paragraph E above, on a quarterly basis or alternative schedule approved by the University.
- L. Notify the University if the Fellow fails to perform assigned tasks, does not complete all program requirements, or engages in illegal or unethical misconduct.
- M. Ensure the Fellow's activities comply with the UC Davis College Corps grant requirements and prevent prohibited or illegal activities during service.
- N. Information that is relevant to the Fellow's performance at the CHP that is protected by the Family Educational Rights and Privacy Act ("FERPA") and/or any other applicable laws or regulations, may be shared between the CHP and the University. CHP must not disclose information about Fellows protected by FERPA to any third party without notifying the University in writing and obtaining the written consent of the Fellow, or except as required by law.

**The University Shall:**

- A. Identify undergraduates enrolled at the University, approve them as Fellows, and assign them to CHP no later than the 10<sup>th</sup> day of Fall instruction.
- B. Notify the CHP immediately of changes in eligibility by the Fellow.
- C. Receive from the CHP the official start and end dates of service, the physical location of service, location service alternatives, and the assigned supervisor for each Fellow placed at the CHP's location.
- D. Advise the Fellow that neither the University nor the CHP is responsible for any costs incurred by the Fellow while serving as a Fellow at the CHP. These costs may include, but are not limited to, costs for computer or telephone equipment, internet, and transportation.
- E. Notify the Fellow of the fund request support process for unforeseen expenses or incurred costs.
- F. Advise the Fellow of their responsibilities outlined in the Fellow's Service Agreement (FSA) at the UC Davis College Corps orientation and training and notify the Fellow of their additional responsibilities set forth in this MOU.
- G. Assist the CHP with the transfer or termination of the fellowship, or modified schedule of the fellowship. Provide the CHP with a written plan within 14 days of official notice to execute the request.
- H. Maintain general liability and worker's compensation insurance for Fellows while participating in the program.

**The Fellow's Responsibilities at the CHP:**

- A. Participate in all mandatory training required by California Volunteers, UC Davis College Corps, and the CHP, and complete all necessary forms promptly, including those outlined in the FSA.

- B. Use your own equipment and workspace with approved University software and security applications for remote participation.
- C. Use an official email address affiliated with the University (i.e., @ucdavis.edu) or approved by the CHP supervisor.
- D. Exhibit professional, ethical, and appropriate behavior when performing duties at the University and the CHP.
- E. Follow the Rules of Conduct in the FSA and the CHP's rules.
- F. Abide by the University's policies, including but not limited to, the Policy on Student Conduct and Discipline and Code of Academic Conduct.
- G. Immediately report concerns to the UC Davis College Corps through the UC Davis College Corps complaint process.
- H. Promptly complete all assigned documentation, tasks, and responsibilities, including timesheets, data logs, and applicable mileage forms, required by the UC Davis College Corps and the CHP supervisor.
- I. Complete an average of 10 to 15 hours per week between September 2024 and June 2025, and coordinate with the UC Davis College Corps and the CHP supervisor about alternative plans to sustain progress. The Fellow shall not complete service hours prematurely.

**It is Mutually Understood and Agreed By and Between the Parties That:**

- A. There is no monetary obligation from one Party to the other nor between the CHP and the fellows during the fellowship.
- B. The Parties shall meet to resolve any potential conflicts to facilitate a mutually beneficial experience for all involved.
- C. The Parties shall not unlawfully harass, allow the harassment of, or discriminate against any Fellow because of race, color, national origin (including caste or perceived caste), religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans ([UC Davis Policy and Procedure Manual 400-15](#)).
- D. The University reviews complaints from its campus community members of discrimination and/or harassment based on protected characteristics, sexual misconduct, relationship violence, stalking, and retaliation under the University's relevant policies, including but not limited to, the UC Davis Policy and Procedure Manual (PPM) 400-15, the UC Policy on Sexual Violence and Sexual Harassment, and the UC Policies Applying to Campus Activities, Organizations, and Students (PACAOS) 20.00, the UC PACAOS 140.00, and the UC PACAOS 150.00.
- E. If the CHP receives a complaint from a Fellow alleging discrimination, harassment, or retaliation and/or otherwise becomes aware of potential discrimination, harassment, or retaliation against a Fellow, the CHP shall promptly notify the University so that appropriate action may be taken. The notification shall be made even if the CHP has its own policies and/or procedures for addressing harassment, discrimination, and retaliation concerns.
- F. No employer-employee relationship exists between the CHP and the Fellow, and the Fellows assigned to the CHP, under this MOU, are assigned for educational purposes and shall not be considered employees of the University or the CHP for any purpose, including but not limited to, compensation for services, welfare, and pension benefits, or workers' compensation insurance.

Unless otherwise agreed to in writing by the University and the CHP, each Fellow may be assigned to the CHP from September 2024 to June 2025 for 10 to 15 hours per week.

**G. Term and Termination**

- a. This MOU shall become effective as of the last written date below and shall remain in effect for one year after that date, unless terminated earlier by the Parties.
- b. The Parties may terminate this MOU, without cause, by providing 30 days prior written notice to the other Party, provided however, that no termination shall take effect with respect to enrolled fellows, who shall be permitted to complete their training for any quarter term in which termination would otherwise occur.
- c. The CHP may immediately terminate the Fellow’s service placement if the Fellow violates the CHP’s standards of conduct, policies, procedures, or instructions or if the CHP’s business necessity requires termination.

**General Provisions**

- A. Confidentiality. The Parties to this MOU shall maintain the confidentiality of all Data exchanges by each and every other Party pursuant to the terms of this MOU and the Attachments. The confidentiality requirement under this paragraph and Attachments 1 and 2 shall survive the termination or expiration of this MOU or any subsequent MOU intended to supersede this MOU.
- B. Use of Names. Nothing in this MOU confers on either Party the right to use the other Party’s name without prior written permission or constitutes an endorsement of any commercial product or service by either Party.
- C. Notices. All notices described in this MOU shall be in writing and shall be considered given upon personal delivery of the written notice or within four days after deposit in the mail, certified or registered, and addressed to the appropriate address set forth below. Any change in address shall be made by written notice pursuant to this paragraph.

If to the CHP:

Attn:

[SCUSD-Contracts Office](#)

[Attn: Tina Alvarez Bevens](#)

[tina-alvarez-bevens@scusd.edu](mailto:tina-alvarez-bevens@scusd.edu)

[5735 47th Avenue](#)

[Sacramento CA 95824](#)

If to the University of California, Davis:

Attn: Timo Rico, Ed.D.

Office of the Vice Chancellor for Student Affairs

One Shields Ave

476 Mrak Hall

Davis, CA 95616



**Community Host Partner Organization**

Janea Marking, Sacramento City Unified School District

---

Name

Chief Business and Operations Officer

---

Title

---

Signature

---

Date

**University of California, Davis**

Timo Rico, Ed.D.  
Executive Director, Student Affairs Assessment & UC Davis College Corps

---

Signature

---

Date



## **Attachment A: Data Sharing Requirements.**

### **A. Summary of Applicable Legal Authority**

Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C § 1232g et seq.; 34 CFR Part 99 et seq).

California Private Postsecondary Education Act of 2009, California Education code § 94800.

California Information Practices Act of 1977 § 1798 et seq.

Privacy of Pupil Records provisions of the California Education Code § 49073 et seq.

### **B. Purpose for Data Sharing**

- a) To conduct studies and program evaluation including for developing, validating, or administering predictive tests, administering student aid programs, and improving instruction in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Privacy of Pupil Records provisions of the California Education Code § 49073 et seq.) (specifically 20 USC 1232g (b)(l)(F); 34 CFR Part 99.3 l(a)(6); California Education Code §49076(a)(2)(E));
- b) For auditing or evaluating a Federal or State supported educational program (20 USC § 1232g(b)(l)(C), (b)(3) and (b)(S); 34 CFR Parts 99.31(a)(3) and 99.35(a)(1)) and the Privacy of Pupil Records provisions of California Education Code § 49076(a)(l)(C);
- c) For the release of personally identifiable student data without prior written parental or student or student consent if the release is to “organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving institutions, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by person other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.” (20 USC 1232g (b)(1)(F); California Education Code § 49076 (a)(2)(E));
- d) To provide non-identifiable statistical data to public agencies, public entities, or private nonprofit college, university, or educational research and development organization for the best educational interests of students (Education Code § 49074).

### **C. Responsibilities**

- A. The Parties agree not to use Data collected and shared under this MOU for purposes other than those set forth in this MOU and Attachments 1 and 2. Nothing in this MOU may be construed to allow the maintenance, use, disclosure, or sharing of personally identifiable information in a manner not permitted by Federal or State law or regulation. The Parties shall not use the Data for commercial reasons, personal gain or profit.
- B. The Parties shall not redisclose any Data with personally identifiable information to any other requesting individuals, agencies, or organizations that are not a part of this MOU, unless required by law. The Party shall provide notice to the other party within 48 hours of receiving a legal demand for disclosure of Data. When possible, such demands will be redirected to Party that is the provider of the Data.
- C. Each Party acknowledges that it has been provided with the notice required under 34 CFR §99.33(d) that it is strictly prohibited from redisclosing student education records, or personally identifiable information contained in student education records, that it receives pursuant to this MOU to any other third party except as authorized by applicable law or regulation.
- D. The Parties agree to comply with the requirements governing maintenance of records of each request for access to, and each subsequent disclosure of, student education records set forth

under 34 CFR § 99.32, as applicable.

- E. The Parties shall use a secure, mutually agreed upon means and schedule to identify the appropriate data fields and transfer Data to meet grant reporting needs as detailed in Attachment 2 of this MOU.
- F. The Parties acknowledge that the Data provided pursuant to this MOU is confidential and agree to use commercially reasonable efforts to protect the Data from unauthorized disclosures to any third parties and to comply in all material respects with all applicable State, and Federal confidentiality laws and regulations including but not limited to FERPA.
- G. The Parties shall keep all Data in a location physically and electronically secure from unauthorized access. Data shall be stored and processed so that unauthorized persons cannot retrieve or alter the information by means of a computer, remote terminal, or other means.
- H. The Parties agree that all publications, reports, or findings, including evaluation and validation of data, will be vetted and approved in writing by all parties prior to being published or distribute. This paragraph will survive the termination of this MOU.
- I. The Parties agree that any Data disclosed under this MOU remains the property of the disclosing Party.
- J. Upon written request to the University, the CHP may identify an alternative means that must be approved in advance by the University to meet grant reporting needs for the Fellow's service hours rendered.
- K. Destruction. The Parties further agree that Data shall be destroyed or returned to the Party disclosing the Data when no longer needed for the purpose for which it was obtained, or upon expiration or termination of this MOU. The Data shall be destroyed or returned to the disclosing Party within thirty (30) days of the expiration or termination of this MOU.
- L. Unauthorized Access or Disclosure. The Parties agree to promptly notify the other Parties of any actual or suspected unauthorized access and/or disclosure of the Data or any other non-public information shared under this MOU. Any such notification shall be provided within seventy-two (72) hours of the discovery of the actual or suspected breach and shall include at a minimum, if known:
  - a. The facts and circumstances of the unauthorized use or disclosure (e.g., security incident, unauthorized disclosure);
  - b. The specific data that was used or disclosed without authorization;
  - c. Who made the unauthorized use or received the unauthorized disclosure.
  - d. What the Party has done or will do to mitigate any effects of the unauthorized disclosure use or disclosure; and,
  - e. What corrective action the Party has taken or will take to prevent future occurrences.

## Attachment B: Data Elements and Reporting Frequency

Reporting Guidelines for UC Davis College Corps Fellows Outcome Data:

This section outlines the frequency and timeframe for Community Host Partners (CHPs) to report data related to the services provided by UC Davis College Corps Fellows. It specifies the data elements that must be reported, ensuring alignment with the nature of the services delivered by the Fellows.

### A. Reporting Frequency:

- 1) CHPs are required to submit data to the University on a quarterly basis. These scheduled reports maintain alignment with our strategic goals, fulfilling grant requirements, and enhancing the effectiveness of our Fellow services across all areas of intervention. Fellows will collect Data reported by CHPs as a part of their output data collection responsibilities.
- 2) The first report is due at the end of the calendar year (December 20, 2024), providing an interim overview of the progress and preliminary impacts of ongoing projects.
- 3) The second (March 21, 2025), third (June 30, 2024) and final report (September 26, 2025) should be submitted at the conclusion of the program year, offering a comprehensive analysis of all outcomes achieved.

### For Tutoring Services:

*Individualized Student Academic Performance Data:* CHP will report on baseline, mid-semester, and end-of-semester academic performance, specifically grades in English and math courses, differentiated those students who received services from those who did not in a stratum to assess tutoring impact compared to the general student population.

#### Data Elements for Tutoring Services

- **Unique Student Identifier (Text or Numeric):** An anonymized code used to uniquely identify individual students within the CHP. This identifier may be a pre-existing institutional ID or a code generated for the purposes of this agreement. It must remain consistent across all reports to track changes in academic performance over time.
- **English Tutoring (Text, 'Yes' or 'No'):** Indicates whether the student received English tutoring services during the reporting period.
- **Math Tutoring (Text, 'Yes' or 'No'):** Indicates whether the student received Math tutoring services during the reporting period.
- **Academic Performance: English Grade (Numeric GPA [on a 4.0 scale] or Text Grade ['A' through 'F']):** Reports the student's English grade at baseline, mid-semester, and end-of-semester.
- **Academic Performance: Math Grade (Numeric GPA [on a 4.0 scale] or Text Grade ['A' through 'F']):** Reports the student's Math grade at baseline, mid-semester, and end-of-semester.

### For Mentoring Services:

*Primary Mentoring Goal and Perceived Impact Score:* CHP will identify a primary mentoring goal from a predefined list supplied by The University. Additionally, a *Perceived Impact Score* must be provided, assessing the progress made towards achieving the designated mentoring goal because of the services provided to the student. This score should reflect the perceived effectiveness of the mentoring intervention to the student beneficiary.

#### Data Elements for Mentoring Services

- **Unique Student Identifier (Text or Numeric):** An anonymized code to uniquely identify students within the CHP, consistent across all reports.
- **Mentoring Goal (Text):** The primary mentoring goal selected from a predefined list provided by The University, associated with each student.

- **Perceived Impact Score (Numeric):** A score reflecting the student's progress towards the mentoring goal, measured on a predefined scale (e.g., 1-10) provided by The University.

**For Classroom Support Assistance:**

*Aggregated Student Academic Performance Data:* CHP will report on baseline, mid-semester, and end-of-semester academic performance of students (aggregated) impacted by embedded classroom support rendered by Fellows.

*Pertinent Mentoring Goals and Aggregated Impact Data:* CHP will identify pertinent mentoring goals from a predefined list supplied by The University. Additionally, a *Perceived Impact Score* must be provided, assessing the progress made towards achieving the designated mentoring goal because of the services provided to students in the classroom by Fellows.

**Data Elements for Classroom Support Assistance**

- **Unique Cohort Identifier (Text or Numeric):** A code used to uniquely identify and distinguish between the specific group(s) or cohort(s) of students that received embedded whole-classroom support from Fellows. When the composition of a group remains reasonably static over time, this identifier must remain consistent across all reports to track changes in the group's academic performance over time.
- **Academic Performance: Average Grade (Numeric GPA [on a 4.0 scale]) or Grade Distribution [Aggregated counts of students by earned letter grade 'A' through 'F'] by Subject (English, Math, Social Studies, and Natural Sciences):** For each unique cohort identifier, a report of the groups' average GPA or grade ('A' through 'F') distribution during the term of interest, disaggregated by the subject categories in English, Math, Social Science, and Natural Sciences. Academic performance data to be reported at baseline, mid-semester, and end-of-semester.
- **Pertinent Mentoring Goal(s) (Text):** The pertinent mentoring goal(s) addressed by Fellows in the classroom, as selected from a predefined list provided by The University.
- **Perceived Impact Score (Numeric):** A score reflecting the overall progress of students in the classroom towards each pertinent mentoring goal identified, as measured on a predefined scale (e.g., 1-10) provided by The University.

**For Food Insecurity Education and Outreach Services:**

*Intent to Change Behavior:* CHP will report the number of unique individuals reached and the number who indicated an intent to change behavior because of Fellows' efforts. It includes those expressing a desire to adopt a healthier or more nutritious diet, and those intending to help alleviate issues of food insecurity in the community. Partners will track and report these intentions using a standardized format provided by The University.

**Data Elements for Food Insecurity Education and Outreach Services**

- **Unique Community Member Identifier (Text or Numeric):** An anonymized code to uniquely identify individuals engaged in the program by Fellows.
- **Intent to Change Behavior (Text, 'Yes' or 'No'):** Indicates whether the individual expressed an intent to adopt a healthier diet or contribute to alleviating food insecurity.

**For Food Distribution Services (to community members impacted by food insecurity):**

*Increase in Professed Level of Food Security:* CHPs will document the number of unique individuals reached and those who report an increase in their perceived level of food security because of the distribution during the Fellow's service hours. CHPs are required to use a standardized reporting tool provided by The University with Fellows to ensure accurate and consistent data collection.

**Data Elements for Food Production and Distribution Services**

- **Unique Community Member Identifier (Text or Numeric):** An anonymized code to uniquely identify recipients of food distribution services. Aggregate reporting is permitted if individual data collection is not feasible, ensuring non-duplicative counting of individuals who may receive multiple interventions.

- **Increase in Food Security (Text, 'Yes' or 'No')**: Indicates whether the individual reported an increase in their level of food security after receiving food.

**For Food Production and Distribution Services (to secondary distribution organizations):**

*Increase in Professed Capacity to Ameliorate Food Insecurity*: CHPs that function as direct producers and suppliers of food to secondary distribution organizations (such as food banks) will report both the number of organizations served and the extent to which these organizations report an increase in their capacity to alleviate food insecurity in the community as a direct result of receiving these supplies.

**Data Elements for Food Production and Distribution Services (to secondary distribution organizations)**

- **Secondary Distribution Organization(s) Name (Text)**: The name(s) of the secondary distribution organization(s) to which the CHPs supply food.
- **Increase in Capacity to Alleviate Food Insecurity (Text, qualitative or quantitative)**: A detailed account or metric that describes the extent to which the secondary distribution organization has reported an increase in their capacity to alleviate food insecurity during the reporting period as a direct result of receiving the goods provided by the CHP. This may include quantitative data such as percentage increase in the volume of food distributed or qualitative feedback on improved service delivery or reach.

**For Climate Action and Environmental Stewardship Education and Outreach Services:**

*Intent to Change Behavior*: CHP will report the number of unique individuals engaged (collected by Fellows as a part of their output data collection responsibilities) and those who express an intent to change behavior to better protect the environment or to contribute to solutions that slow or mitigate the impacts of climate change during Fellow service hours.

**Data Elements for Climate Action and Environmental Stewardship Services**

- **Unique Community Member Identifier (Text or Numeric)**: An anonymized code to uniquely identify individuals engaged in climate action and environmental stewardship programs.
- **Intent to Change Environmental Behavior (Text, 'Yes' or 'No')**: Indicates whether the individual expressed an intent to improve environmental protection or mitigate climate change.

**For Climate Action and Environmental Stewardship Education and Outreach Services:**

*Increase in Knowledge of Environmental Stewardship and/or Environmentally Conscientious Practices*: CHPs will report the number of unique individuals reached and those who demonstrated an increase in their knowledge of environmental stewardship and environmentally conscientious practices during the Fellow service hours.

**Data Elements for Climate Action and Environmental Stewardship Services**

- **Unique Community Member Identifier (Text or Numeric)**: An anonymized code to uniquely identify individuals engaged in climate action and environmental stewardship programs.
- **Increase in Environmental Knowledge (Text, 'Yes' or 'No')**: Indicates whether the individual demonstrated an increase in knowledge about environmental stewardship.

**For Land Treatment Services:**

*Number of Acres of Parks or Public Land Improved*: For CHP engaged in land treatment efforts—including tree and shrub planting, debris clearing, habitat restoration, invasive plant removal, and fire or flood mitigation—the CHP will report the number of acres of parks or public land that have been improved because of Fellows' service hours.

**Data Elements for Land Treatment Services**

- **Unique Land Area Identifier (Text or Numeric)**: A code to uniquely identify and distinguish between parcels of land treated.
- **Acres Improved (Numeric)**: The number of acres improved because of intervention by UCD College Corps fellows.





## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Interim Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	2024	25667	67439	01
<b>Attention</b> Lisa Allen, Interim Superintendent	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Accounting Office	<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000	7339	8590	<b>INDEX</b>	

<b>Name of Grant Program</b> College and Career Access Pathways Grant	0615
--	------

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$100,000		\$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at New Technology High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst  
 Career and College Transition Division  
 California Department of Education  
 1430 N Street, Suite 4202  
 Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Diane Crum	<b>Job Title</b> Education Programs Consultant
---	---

<b>E-mail Address</b> CCAPgrant@cde.ca.gov	<b>Telephone</b> 916-323-5765
---	----------------------------------

<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> August 7, 2024
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### CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b> Janea Marking	<b>Title</b> Chief Business & Operations Officer
--	---

<b>E-mail Address</b> janea-marking@scusd.edu	<b>Telephone</b> (916) 643-9055
--	------------------------------------

<b>Signature</b> ▶	<b>Date</b>
-----------------------	-------------

**Received**  
**AUG 20 2024**  
 Office of the Superintendent  
 SCUSD

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Interim Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-4528	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	2024	25665	67439	01
<b>Attention</b> Lisa Allen, Interim Superintendent	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Accounting Office	<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000	7339	8590	<b>INDEX</b>	

**Name of Grant Program**  
 Middle College and Early College Grant 0615

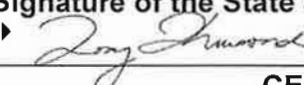
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$250,000		\$250,000		07/01/2024	06/30/2027
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at New Technology High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst  
 Career and College Transition Division  
 California Department of Education  
 1430 N Street, Suite 4202  
 Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Diane Crum	<b>Job Title</b> Education Programs Consultant
<b>E-mail Address</b> <a href="mailto:MCECgrant@cde.ca.gov">MCECgrant@cde.ca.gov</a>	<b>Telephone</b> 916-323-5765
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> August 7, 2024

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b> Janea Marking	<b>Title</b> Chief Business & Operations Officer
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>	<b>Telephone</b> (916) 643-9055
<b>Signature</b> ▶	<b>Date</b> AUG 20 2024

**Received**  
 AUG 20 2024



**AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Nacht & Lewis ("Architect") (collectively the "Parties"):

**Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on June 9, 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 September 5, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from June 2022 to December 2024;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after September 5, 2024, on a fee basis up to a maximum of \$929,338.00, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

District requesting additional scope of work from original contract: Kitchen, Lockers and Site Work  
DSA is requiring a separate DSA application package be submitted

**Description of funding changes to contract:**

Original contract amount .....	\$668,813.00
Previous change orders through change order #- .....	\$0.00
Contract amount prior to this change order .....	\$668,813.00
Amount of this change order.....	\$260,525.00
<b>NEW CONTRACT AMOUNT.....</b>	<b><u>\$929,338.00</u></b>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect 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 Architect 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 Architect 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: September 5, 2024

**Sacramento City Unified School  
District**

**Nacht & Lewis**

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Janea Marking  
Chief Business and Operations Officer

---

Brian Maytum  
Principal/Vice President

**CHANGE ORDER FORM**

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

**CHANGE ORDER NO.:**

001

## CHANGE ORDER Contingency Reconciliation

**Project:** John Cabrillo Tele-Center Upgrade Project  
**Bid No.:** 0163-464

**Date:** 3 July 2024  
**DSA File No.:** NA  
**DSA Appl. No.:** NA

The following parties agree to the terms of this Change Order:

**Owner:** Sacramento City USD  
5735 47th Avenue, Sacramento, CA.  
95824

**Contractor:** Vanden Bos Electric, Inc.  
502 Giuseppe Ct., Suite #5, Roseville, CA 95678

**Designer Engineer:** Borrelli & Assoc., Inc., Consulting Electrical Engineers  
2032 N. Gateway Blvd. Fresno Ca 93727

**Project Inspector:** NA

Reference	Description	Cost	Days Ext.
AED #01	Installation of two new external speakers	\$7,819.43	0
Requested by:	District		
Performed by:	G.C.		
Reason:	Coordination		
Contract time will be adjusted as follows:		Original Allowance Amount:	\$29,680.00
Previous Completion Date: <u>31 May 2024</u>		Amount of Allowance Used:	\$7,819.43
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		<b>Allowance Remaining Reconciled to Contract</b>	(\$21,860.57)
Current Completion Date: <u>31 May 2024</u>		Original Contract Amount:	\$326,480.00
		<b>New Contract Amount:</b>	<b>\$304,619.43</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

**CHANGE ORDER FORM  
DOCUMENT 00 63 63-1**

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District: Chief Business and Operations Officer

Contractor: Vice President

\_\_\_\_\_  
Janea Marking

\_\_\_\_\_  
Date



\_\_\_\_\_  
Patrick Burke

\_\_\_\_\_  
7/15/24

\_\_\_\_\_  
Date

END OF DOCUMENT



# ALLOWANCE EXPENDITURE DIRECTIVE

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

Vanden Bos Electric, Inc.  
 502 Giuseppe Ct., Suite #5  
 Roseville, CA 95678

<b>ALLOWANCE EXPENDITURE DIRECTIVE NO.:</b>
001

**Project:** Cabrillo Tele-Center Upgrade Project

**Date:** 24 April 2024

**DSA File No.:** N/A

**Bid No.:** 0163-464

**DSA Appl. No.:** N/A

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Reference	Description	Allowance Authorized for Expenditure
Request for PCO #01  Requested by: Performed by: Reason:	Installation of two new external speakers  District G.C. - Collaborated with B&W to make changes on LDV Pay App charges Coordination	\$7,819.43

Total Contract Allowance Amount:	\$29,680.00
Amount of Previously Approved Allowance Expenditure Directive(s):	\$0.00
Amount of this Allowance Expenditure Directive:	\$7,819.43

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and

**SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT**

**ALLOWANCE EXPENDITURE DIRECTIVE  
DOCUMENT 00 63 40-1**

expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**Signatures:**

<b>CONTRACTOR:</b> <u>Vanden Bos Electric, Inc.</u> Date: <u>26 Mar. 2024</u> By: <u>Patrick Burke</u> <small>Digitally signed by Patrick Burke Date: 2024.04.26 06:23:56 -0700</small> Patrick Burke, Contract Manager	<b>CONSTRUCTION MANAGER:</b> <u>Brailsford &amp; Dunlavey, Inc.</u> Date: <u>26 Mar. 2024</u> By: <u>Samer Nassar</u> <small>Digitally signed by Samer Nassar DN: cn=Samer Nassar, o=Brailsford &amp; Dunlavey Inc., ou=Samer Nassar Reason: I am approving this document Date: 2024.04.26 17:49:07Z</small> Samer Nassar, Project Manager
<b>SCUSD MANAGER III, FACILITIES PM:</b>  Date: <u>04/30/24</u> By: <u></u> Anthony Lea, Project Manager	<b>SCUSD DIRECTOR III FACILITIES MGMT:</b>  Date: <u>5-1-2024</u> By: <u></u> Chris Ralston, Director III

END OF DOCUMENT



**PROPOSED CHANGE ORDER FORM**

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

PCO NO.:
001

**Project:** C A B R I L L O E S T C U  
**Bid No.:** 0163-464  
**RFI #:** 00

**Date:** 4-23-24  
**DSA File No.:** \_\_\_\_\_  
**DSA Appl. No.:** \_\_\_\_\_

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(h)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	887.96	
(i)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	700.00	
(j)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(k)	<b><u>Subtotal</u></b>	1587.96	
(l)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)	158.79	
(m)	<b><u>Subtotal</u></b>	1746.75	
(n)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(o)	<b><u>Subtotal</u></b>	1746.75	
(p)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)	87.33	
(q)	<b><u>Subtotal</u></b>	1834.08	
(r)	<b><u>TOTAL</u></b>	1834.08	
(s)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)		<u>      </u> <b>Calendar Days</b>

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	<b>WORK PERFORMED BY CONTRACTOR</b>	<b>ADD</b>	<b>DEDUCT</b>
(t)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	1,015.18	
(u)	<b>Add Labor</b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	4,189.48	
(v)	<b>Add Equipment</b> (attach suppliers' invoice)		
(w)	<b>Add General Conditions</b> (if Time is Compensable) (attach supporting documentation)		
(x)	<b>Subtotal</b>	5,204.66	
(y)	<b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (e)	780.69	
(z)	<b>Subtotal</b>	5,985.35	
(aa)	<b>TOTAL</b>	5,985.35	
(bb)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<b>2</b>	<b>Calendar Days</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor:

ANDY GREEN

[Name]

4-23-24

Date

END OF DOCUMENT

**LABOR COST BREAKDOWN  
FOR AND ADDITIONAL  
EXTERIOR SPEAKERS. Rm 12  
& 16**

DESCRIPTION OF WORK PERFORMED	QUANTITY	UNIT OF MEASURE	RATE	TOTAL	COST CODE
CABLE PULLS	32	HRS	\$111.68	\$3,573.76	
CABLE TERMINATIONS AND TESTING	2	HRS	\$111.68	\$223.36	
INSTALL BACK CAN	2	HRS	\$111.68	\$223.36	
MATERIAL DELIVERY/RE-MOBILIZATION	2	HRS	\$52.00	\$104.00	
UPDATE AS-BUILTS	1	HRS	\$65.00	\$65.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
LABOR TOTAL				<b>\$4,189.48</b>	

**MATERIAL COST BREAKDOWN  
FOR AND ADDITIONAL EXTERIOR  
SPEAKERS. RM 12 & 16**

DESCRIPTION OF WORK PERFORMED	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL	COST CODE
CAT 6A OSP CABLE	1000	FT	\$0.88	\$880.00	
CAT 6A JACKS	4	E	\$9.71	\$38.84	
SURFACE MOUNT BOX	2	E	\$3.96	\$7.92	
CAT 6A PATCH CORDS	4	E	\$3.85	\$15.40	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
TAX				\$73.02	
<b>MATERIAL TOTAL</b>				<b>\$1,015.18</b>	

**SUB-CONTRACTOR COST FOR  
AND ADDITIONAL EXTERIOR  
SPEAKERS RM 12 & 16**

				TOTAL	COST CODE
SUB CONTRACTOR SEE ATTACHED BREAK DOWN FROM QS				\$1,587.96	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
SUB-CONTRACTOR TOTAL				\$1,587.96	



**QUALITY SOUND**  
DIVISION OF BI-JAMAR, INC.

Quality Sound  
2010 E. Fremont St.  
Stockton, CA 95205

CA 496881 C-7, C-10  
DIR 1000000115  
ACO 6020

**QUOTE**

**14871**

**BILL TO**

**JOB LOCATION**

**Company:** Vanden Bos Electric, Inc.  
**Address:** 502 Guiseppe Court Suite 5  
Roseville, CA 95678  
**Contact:** Andy Green  
**Phone:** (916) 773 1500

**Company:** John Cabrillo Elementary School  
**Address:** 1141 Seamas Ave  
Sacramento, CA 95822  
**Contact:**  
**Phone:**

**Date:** 2024-04-18  
**Sales Rep:** David Pattee  
**Phone:** (209) 948 2104 EXT 1072

**TITLE**

Additional Exterior Speakers

**SCOPE OF WORK**

This change order represents costs associated with an email dated 4/18/24 by Morgan Capshaw requesting to add an additional speaker on the east side of room 16 and to replace the speaker that was removed on the east side of room 12. Backbox to be installed by others.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VRG-LUH15TX	Lowell	Horn/Grille Assembly	2.00	\$347.52	\$695.04
CB86-SGVPO	Lowell	Surface Backbox for 8inSp	2.00	\$81.46	\$162.92
	Quality Sound	Freight (non-taxable)	1.00	\$30.00	\$30.00
				<b>Professional Services Total:</b>	\$700.00
				<b>Subtotal:</b>	\$1,587.96
				<b>Tax:</b>	\$0.00
				<b>Total:</b>	\$1,587.96

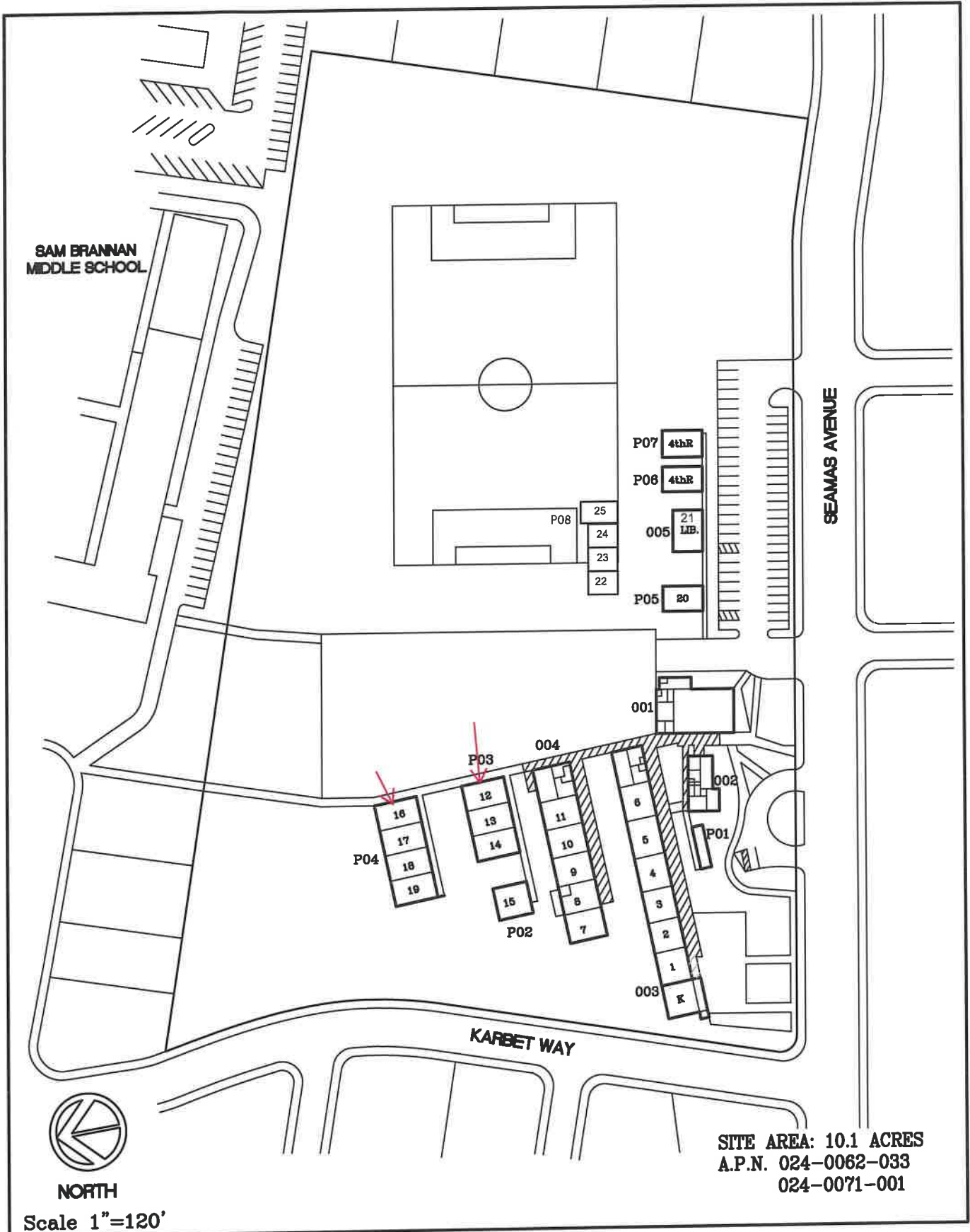
**TERMS AND CONDITIONS:**

Pricing is only good for forty-five days. A signed quote, contract, or P.O. shall be delivered to Quality Sound before any work is started or materials ordered. Quality Sound is not responsible for delays caused by product availability. Quality Sound's on-site staff will require the work area to be free of obstructions prior to the commencement of any work. In addition, our staff will need unrestricted access to and from the work area and access to the nearest loading area. During service, the work areas should be considered a construction zone. In the interest of public safety, our staff must have priority use of the work areas until the services are complete. Our staff is scheduled to perform only the work included in this quote. If anyone with authority wishes to change or modify the scope of work, please get in touch with our office. If scheduling problems arise, Quality Sound will try to work around those needs. Quality Sound provides a one-year warranty against materials and workmanship defects on the newly installed equipment; manufacturer's component warranties vary, but many extend past this point. All invoices shall be paid within forty-five days; after forty-five days, interest will be charged at 1.5% per month. Payments are accepted via check, electronic transfer, or cash. A service fee of 3.5% will be charged when paying with a credit card. **Thank you again for choosing Quality Sound.**

**IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN**

BUYER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name)





SAM BRANNAN  
MIDDLE SCHOOL

SEAMAS AVENUE

KARBET WAY



NORTH

Scale 1"=120'

SITE AREA: 10.1 ACRES  
A.P.N. 024-0062-033  
024-0071-001

John Cabrillo Elementary School (163)  
1114 Seamas Drive  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

# EXISTING SITE DIAGRAM

OCTOBER 2011

**CHANGE ORDER FORM**

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

**CHANGE ORDER NO.:**

001

## CHANGE ORDER Contingency Reconciliation

**Project:** Ethel Phillips Tele-Center Upgrade Project  
**Bid No.:** 0110-464

**Date:** 3 July 2024  
**DSA File No.:** NA  
**DSA Appl. No.:** NA

The following parties agree to the terms of this Change Order:

**Owner:** Sacramento City USD  
5735 47th Avenue, Sacramento, CA. 95824

**Contractor:** Vanden Bos Electric, Inc.  
502 Giuseppe Ct., Suite #5, Roseville, CA 95678

**Designer Engineer:** LEAF Engineers  
1110 Iron Point Rd., Folsom, CA. 95630

**Project Inspector:** NA

Reference	Description	Cost	Days Ext.
AED #01	-This site is fed with Single-Mode fiber. The equipment Appendix shows the use of multi-mode transceivers per RFI #4 Requested by: Performed by: Reason:	\$12,354.81	0
AED #02	-Need to replace an existing external speaker that was not put on the design plans. Requested by: Performed by: Reason:	\$ 2754.12	0
AED#03	Installation of POE Extenders; Material cost only. District G.C. Coordination Requested by: Performed by: Reason:	\$ 668.05	0
Contract time will be adjusted as follows:		Original Allowance Amount:	\$26,260.00
Previous Completion Date: <u>19 Feb. 2024</u>		Amount of Allowance Used:	\$15,776.98
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		<b>Allowance Remaining Reconciled to Contract</b>	(\$10,483.02)
Current Completion Date: <u>19 Feb. 2024</u>		Original Contract Amount:	\$288,860.00
		<b>New Contract Amount:</b>	<b>\$278,376.98</b>



The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District: Chief Business and Operations Officer

Contractor: Vice President

\_\_\_\_\_  
Janea Marking

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Patrick Burke

7.15.24  
\_\_\_\_\_  
Date

END OF DOCUMENT

# ALLOWANCE EXPENDITURE DIRECTIVE

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

Vanden Bos Electric, Inc.  
 502 Giuseppe Ct., Suite #5  
 Roseville, CA 95678

<b>ALLOWANCE EXPENDITURE DIRECTIVE NO.:</b>
001

**Project:** Ethel Phillips Tele-Center Upgrade Project

**Date:** 01 February 2024

**DSA File No.:** N/A

**Bid No.:** 0110-464

**DSA Appl. No.:** N/A

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Reference	Description	Allowance Authorized for Expenditure
Request for PCO #02  Requested by: Performed by: Reason:	-This site is fed with Single-Mode fiber. The equipment Appendix shows the use of multi-mode transceivers per RFI #4 District G.C. Site Coordination	\$12,354.81

Total Contract Allowance Amount:	\$26,260.00
Amount of Previously Approved Allowance Expenditure Directive(s):	\$0
Amount of this Allowance Expenditure Directive:	\$12,354.81

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

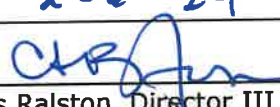
It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and

**SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT**

**ALLOWANCE EXPENDITURE DIRECTIVE  
DOCUMENT 00 63 40-1**

expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**Signatures:**

<b>CONTRACTOR:</b> <u>Vanden Bos Electric, Inc.</u> Date: <u>01 Feb. 2024</u> By: <u>Patrick Burke</u> <small>Digitally signed by Patrick Burke Date: 2024.02.02 09:47:29 -08'00'</small> Patrick Burke, Contract Manager	<b>CONSTRUCTION MANAGER:</b> <u>Brailsford &amp; Dunlavey, Inc.</u> Date: <u>01 Feb. 2024</u> By: <u>Olakunle Gbadamosi</u> <small>Digitally signed by Olakunle Gbadamosi DN: cn=US, e=ogbadamosi@bdconnet.com, o=Brailsford &amp; Dunlavey, cn=Olakunle Gbadamosi Reason: I am approving this document Date: 2024.02.02 15:14:51-0800</small> Olakunle Gbadamosi, Director
<b>SCUSD MANAGER III, FACILITIES PM:</b>  Date: <u>02/06/24</u> By: <u></u> Anthony Lea, Project Manager	<b>SCUSD DIRECTOR III FACILITIES MGMT:</b>  Date: <u>2-6-24</u> By: <u></u> Chris Ralston, Director III

END OF DOCUMENT

**PROPOSED CHANGE ORDER FORM**

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

<b>PCO NO.:</b>
<b>002</b>

**Project:** SCUSD E. PHILLIPS TCU  
**Bid No.:** 0110-464  
**RFI #:** 4

**Date:** 1-8-24  
**DSA File No.:** N/A  
**DSA Appl. No.:** N/A

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(h)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(i)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(j)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(k)	<b><u>Subtotal</u></b>		
(l)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(m)	<b><u>Subtotal</u></b>		
(n)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(o)	<b><u>Subtotal</u></b>		
(p)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(q)	<b><u>Subtotal</u></b>		
(r)	<b><u>TOTAL</u></b>		
(s)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>Calendar Days</b>	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(t)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)	10,296.59	
(u)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	446.72	
(v)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(w)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(x)	<b><u>Subtotal</u></b>	10,743.31	
(y)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (e)	1611.49	
(z)	<b><u>Subtotal</u></b>	12,354.80	
(aa)	<b><u>TOTAL</u></b>	<b>12,354.80</b>	
(bb)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>2</b>	<b>Calendar Days</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor: VANDEN BOS ELECTRIC

ANDY GREEN

[Name]

1-8-24

Date

END OF DOCUMENT



*Change Request*

**To:** Sac City Unif Sch. Distr  
 Unified School District  
 Sacramento, CA

**Number:** 2  
**Date:** 1/4/2024  
**Job:** 23-309 SCUSD Phillips Telecenter  
**Phone:**

**Description:** Various Fiber Components per RFI #4

We are pleased to offer the following specifications and pricing to make the following changes:  
 Provide Single Mode Tranceivers and Single Mode Patch Cords

The total direct cost to perform this work is .....		\$10,743.31
(Please refer to attached sheet for details.)		
O&P	\$10,743.31	15.00%
Subcontractor Markup		\$1,611.50
		\$0.00
		\$0.00
		\$0.00
	<b>Total:</b>	<b>\$12,354.81</b>

If you have any questions, please contact me at (916)773-1500.

Submitted by: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

### Change Request 2 Price Breakdown Continuation Sheet

**Description:** Various Fiber Components per RFI #4

Description	Quantity	Unit	Unit Price	Price
<b>Labor</b>				
Site Investigation	4.00	Hrs.	111.68	446.72
			Labor Subtotal:	\$446.72
<b>Material</b>				
SM Tranceivers	8.00	ea	1,180.20	9,441.60
SM Patch Cords	8.00	ea	14.30	114.40
			Material Subtotal:	\$9,556.00
<b>Other</b>				
Sales Tax on Material	1.00	ea	740.59	740.59
			Other Subtotal:	\$740.59
<b>Subtotal:</b>				<b>\$10,743.31</b>

RFI

**To:** Sac City Unif Sch. Distr  
Unified School District  
Sacramento, CA

**RFI #:** 4  
**Date:** 12/28/2023  
**Job:** 23-309 SCUSD Phillips Telecenter  
**Phone:**

**CC:** LEAF Engineers

**Subject:** Fiber Cabling

**Drawing:**  
**Cost Impact:** TBD

**Spec Section:** 272100 Equip ap  
**Schedule Impact:** TBD

**Request:** **Date Required:**  
This site is fed with Single-Mode fiber. The equipment Appendix shows the use of Multi-Mode transceivers. Please advise how to proceed.

The equipment appendix also show the use of GLC-SX-MM cords. These are used to connect a switch to another switch via GBIC on each end of a twinax copper cable. These are not fiber patch cords. Please advise if these are needed.

IDF 2 is really called IDF 1.04. We will as-built the discrepancy.

IDF 1.06 does not have a home run fiber back to the MDF. It is fed via soft splice from IDF 2 (aka IDF 1.04) Please advise on how to proceed.

**Requested by:** Andy Green  
Vanden Bos Electric, Inc.

**Response:**

1. single mode fiber transceivers will need to be used in lieu of multimode for each fiber connections at switches.
2. The GLC-SX-MM are used to stack two switches together on the backend. This project does not need those interconnections since we have a low switch count for the work scope.
3. Yes, please document the correct IDF reference on your asbuilts.
4. Since IDF 1.06 is routed and patched thru IDF 1.04, contractor shall utilize another pair of the existing single mode fiber strands between 1.06 and 1.04 as well as another pair of fiber from IDF 1.04 to MDF to make the new network connection between 1.06 and MDF. Provide new local fiber patch cords to make this patching work. No new fiber homerun cables are needed since there is plenty of existing spare fiber strands not being used between these existing closets.

brian hood  
leaf  
010324

\_\_\_\_\_  
Answered by

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



- B. All equipment to be fully configured and tested for functionality by the Contractor prior to District acceptance testing.

3.08 FIELD QUALITY CONTROL AND TESTING

- A. Upon reaching substantial completion, perform a complete test and inspection of the system. If found to be installed and operating properly, notify the District of readiness to perform the formal Test & Inspection of the complete system by the District or its representative. Make all adjustments/changes required from District/representative review.
- B. Submit the Record Drawings (as-builts) to District for review prior to inspection.
- C. During the formal Test & Inspection (Commissioning) of the system and have personnel available with tools and equipment to inspect wiring, devices, and system operation.
- D. If corrections are needed, the Contractor will be provided with a Punch-List of all discrepancies. Perform the needed corrections in a timely fashion.
- E. Notify the District when ready to perform a re-inspection of the installation.

3.10 AS-BUILT DRAWINGS

- A. See section 27 00 00 for requirements.

Equipment Appendix - Provide the following network and UPS equipment for Ethel Phillips Elementary as shown below:

230236 - Ethel Phillips E.S. Tele-Center Upgrade Project		
MODEL	DESCRIPTION	QTY
C9300L-24P-4X-EDU	Cisco - C9300L-24P-4X-EDU Catalyst Full PoE, 4x10G/1G fixed uplinks	4
C9300L-DNA-E-24-3Y	Cisco - C9300L DNA Essentials, 24 Port, 3 year term	4
SFP-H1GB-CU1M	Cisco - 1GB, 1meter fiber cable	4
GLC-SX-MM SFP	Cisco - GLC-SX-MM-1000Base-SX-SFP Transceiver, 1GB fiber module	<del>6</del>
SMART3000RM2U	Tripp-Lite - UPS (IDF) with network monitoring	5

8

END OF SECTION

DATA COMMUNICATIONS NETWORK EQUIPMENT

27 21 00

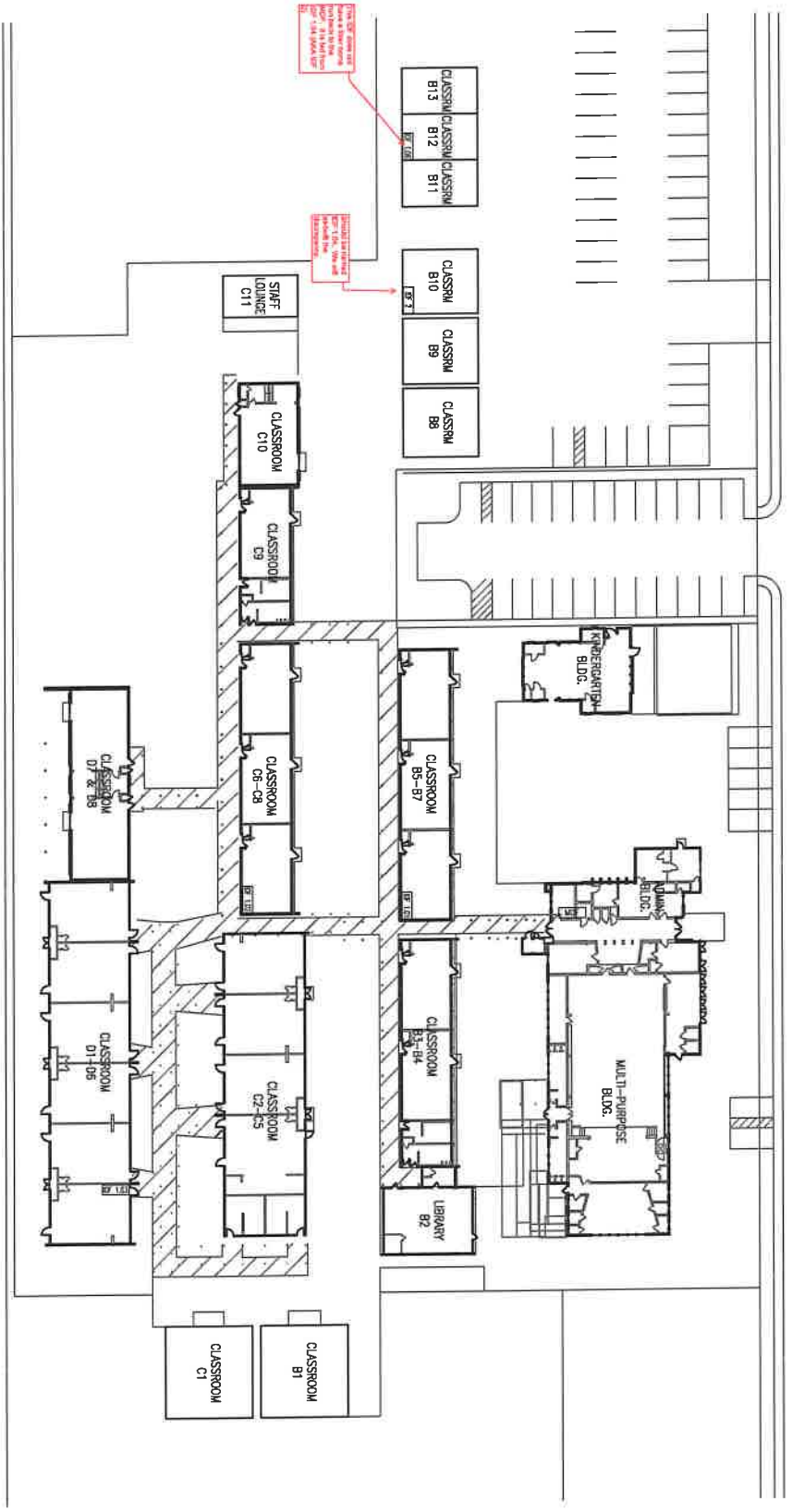
  
**QUALITYSOUND**  
 2010 East Imperial Road  
 Suite 100  
 Redwood, CA 95560  
 Phone: 707.264.9201  
 Fax: 707.264.0311  
 www.qualitysound.com

Project Name:

**ETHEL PHILLIPS  
 ELEMENTARY SCHOOL**

TELESCOPING  
 UNIVERSITY  
 SACRAMENTO CITY  
 UNITED SCHOOL DISTRICT  
 2802 24TH AVENUE  
 SACRAMENTO, CA 95820

Revision	NO.	DESCRIPTION	DATE



  
 SITE PLAN (FOR REFERENCE ONLY)

DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]  
 PROJECT NO.: [Number]  
 SHEET NO.: [Number]  
 SCALE: [Scale]  
 THESE DRAWINGS ARE TO BE USED IN CONNECTION WITH THE CONTRACT DOCUMENTS AND SHALL BE VOID WITHOUT THEM. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 CALIFORNIA BUILDING CODE AND ALL APPLICABLE REGULATIONS.

TC-1.01  
 SHEET NUMBER

SITE PLAN  
 (FOR REFERENCE ONLY)

# **ALLOWANCE EXPENDITURE DIRECTIVE**

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

Vanden Bos Electric, Inc.  
 502 Giuseppe Ct., Suite #5  
 Roseville, CA 95678

<b>ALLOWANCE EXPENDITURE DIRECTIVE NO.:</b>
002

**Project:** **Ethel Phillips Tele-Center Upgrade Project**

**Date:** 19 March 2024

**Bid No.:** 0110-464

**DSA File No.:** N/A

**DSA Appl. No.:** N/A

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

<b>Reference</b>	<b>Description</b>	<b>Allowance Authorized for Expenditure</b>
Request for PCO #03  Requested by: Performed by: Reason:	-Need to replace an existing external speaker that was not put on the design plans. District G.C. Errors and Omissions	\$2,754.12

Total Contract Allowance Amount:	\$26,260.00
Amount of Previously Approved Allowance Expenditure Directive(s):	\$12,354.81
Amount of this Allowance Expenditure Directive:	\$2,754.12

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**Signatures:**

<p><b>CONTRACTOR:</b></p> <p>_____ Vanden Bos Electric, Inc.</p> <p>Date: ____ 20 Mar. 2024</p> <p>By: _____ Patrick Burke, Contract Manager</p>	<p><b>CONSTRUCTION MANAGER:</b></p> <p>_____ Brailsford &amp; Dunlavey, Inc.</p> <p>Date: ____ 20 Mar. 2024</p> <p>By: _____ Samer Nassar, Project Manager</p>
<p><b>SCUSD MANAGER III, FACILITIES PM:</b></p> <p>_____</p> <p>Date: _____</p> <p>By: _____ Anthony Lea, Project Manager</p>	<p><b>SCUSD DIRECTOR III FACILITIES MGMT:</b></p> <p>_____</p> <p>Date: _____</p> <p>By: _____ Chris Ralston, Director III</p>

END OF DOCUMENT

**PROPOSED CHANGE ORDER FORM**

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

**PCO NO.:****003**

**Project:** SCUSDE. PHILLIPS TCU  
**Bid No.:** 0110-464  
**RFI #:** NA

**Date:** 3-14-2024  
**DSA File No.:** N/A  
**DSA Appl. No.:** N/A

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(h)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	\$443.98	
(i)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	\$640.00	
(j)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(k)	<b><u>Subtotal</u></b>	\$1,083.98	
(l)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)	\$108.39	
(m)	<b><u>Subtotal</u></b>	\$1,192.37	
(n)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(o)	<b><u>Subtotal</u></b>	\$1,192.37	
(p)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)	\$59.61	
(q)	<b><u>Subtotal</u></b>	\$1,251.98	
(r)	<b><u>TOTAL</u></b>	\$1,251.98	
(s)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b><u>1</u></b> <b>Calendar Days</b>	

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	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(t)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	\$412.77	
(u)	<b>Add Labor</b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	\$893.44	
(v)	<b>Add Equipment</b> (attach suppliers' invoice)		
(w)	<b>Add General Conditions</b> (if Time is Compensable) (attach supporting documentation)		
(x)	<b>Subtotal</b>	\$1,306.21	
(y)	<b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (e)	\$195.93	
(z)	<b>Subtotal</b>	\$1,502.14	
(aa)	<b>TOTAL</b>	\$1,502.14	
(bb)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<b>1</b> Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor: VANDEN BOS ELECTRIC

ANDY GREEN

[Name]

3-18-24

Date

END OF DOCUMENT

**LABOR COST BREAKDOWN  
FOR AND ADDITIONAL  
EXTERIOR SPEAKER ON THE  
BACK OF BLDG B1**

DESCRIPTION OF WORK PERFORMED	QUANTITY	UNIT OF MEASURE	RATE	TOTAL	COST CODE
CABLE PULLS	5	HRS	\$111.68	\$558.40	
CABLE TERMINATIONS AND TESTING	2	HRS	\$111.68	\$223.36	
INSTALL BACK CAN	1	HRS	\$111.68	\$111.68	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
LABOR TOTAL				<b>\$893.44</b>	

**MATERIAL COST BREAKDOWN  
FOR AND ADDITIONAL EXTERIOR  
SPEAKER ON THE BACK OF BLDG  
B1**

DESCRIPTION OF WORK PERFORMED	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL	COST CODE
CAT 6A OSP CABLE	400	FT	\$0.88	\$352.00	
CAT 6A JACKS	2	E	\$9.71	\$19.42	
SURFACE MOUNT BOX	1	E	\$3.96	\$3.96	
CAT 6A PATCH CORDS	2	E	\$3.85	\$7.70	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
TAX				\$29.69	
<b>MATERIAL TOTAL</b>				<b>\$412.77</b>	



**SUB-CONTRACTOR COST FOR  
AND ADDITIONAL EXTERIOR  
SPEAKER ON THE BACK OF  
BLDG B1**

					TOTAL	COST CODE
SUB CONTRACTOR SEE ATTACHED BREAK DOWN FROM QS					\$1,083.98	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
SUB-CONTRACTOR TOTAL					<b>\$1,083.98</b>	



Quality Sound  
2010 E. Fremont St.  
Stockton, CA 95205

**QUOTE**  
**14497**

**QUALITYSOUND**  
DIVISION OF BI-JAMAR, INC.

CA 496881 C-7, C-10  
DIR 1000000115  
ACO 6020

**BILL TO** **JOB LOCATION**

**Company:** Vanden Bos Electric, Inc.  
**Address:** 502 Guiseppa Court Suite 5  
Roseville, CA 95678  
**Contact:**  
**Phone:** 9167731500

**Company:** Ethel Phillips Elementary School  
**Address:** 2930 21St Ave  
Sacramento, CA 95820  
**Contact:**  
**Phone:** (916) 277-6277

**Date:** 2024-03-18  
**Sales Rep:** David Pattee  
**Phone:** (209) 948 2104 EXT 1072

**TITLE**

Outdoor speaker outside classroom B1

**SCOPE OF WORK**

This change order represents the addition of (1) exterior speaker outside classroom B1. The cable associated with the speaker will need to run back to IDF 1.02.

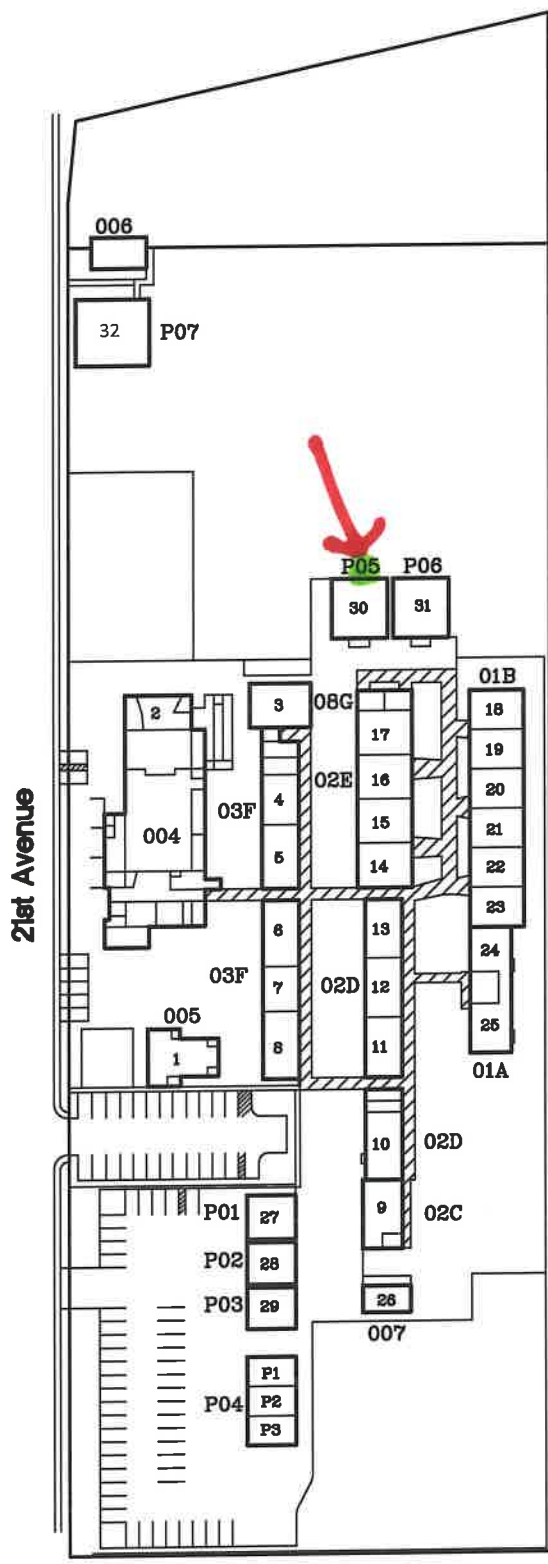
PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VRG-LUH15TX	Lowell	Horn/Grille Assembly	1.00	\$347.52	\$347.52
CB86-SGVPO	Lowell	Surface Backbox for 8inSp	1.00	\$81.46	\$81.46
	Quality Sound	Freight (non-taxable)	1.00	\$15.00	\$15.00
		Professional Services			\$640.00
				<b>Subtotal:</b>	\$1,083.98
				<b>Tax:</b>	\$0.00
				<b>Total:</b>	\$1,083.98

**TERMS AND CONDITIONS:**

Pricing is only good for forty-five days. A signed quote, contract, or P.O. shall be delivered to Quality Sound before any work is started or materials ordered. Quality Sound is not responsible for delays caused by product availability. Quality Sound's on-site staff will require the work area to be free of obstructions prior to the commencement of any work. In addition, our staff will need unrestricted access to and from the work area and access to the nearest loading area. During service, the work areas should be considered a construction zone. In the interest of public safety, our staff must have priority use of the work areas until the services are complete. Our staff is scheduled to perform only the work included in this quote. If anyone with authority wishes to change or modify the scope of work, please get in touch with our office. If scheduling problems arise, Quality Sound will try to work around those needs. Quality Sound provides a one-year warranty against materials and workmanship defects on the newly installed equipment; manufacturer's component warranties vary, but many extend past this point. All invoices shall be paid within forty-five days; after forty-five days, interest will be charged at 1.5% per month. Payments are accepted via check, electronic transfer, or cash. A service fee of 3.5% will be charged when paying with a credit card. **Thank you again for choosing Quality Sound.**

**IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN**

BUYER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name)



NORTH

Scale 1"=100'

SITE AREA: 10.0 ACRES  
 A.P.N. 019-0094-013  
 019-0102-001, 002, 003

Ethel Phillips Elementary School (110)  
 2930 - 21st Avenue  
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

# EXISTING SITE DIAGRAM

OCTOBER 2001

**From:** Morgan Capshaw

**Sent:** Friday, March 15, 2024 7:03 AM

**To:** Samer Nassar <[snassar@Bdconnect.com](mailto:snassar@Bdconnect.com)>; Andy Green <[andy@vdbelectric.com](mailto:andy@vdbelectric.com)>

**Subject:** Speaker at Phillips

Morning Gentlemen,

Would like to get a price on putting a speaker on the back of B1(see attached). There is an existing speaker at the location, somehow it did not make it to the plans.

Thanks,

Morgan Capshaw

Facilities Project Technician

Sacramento City Unified School District

(916)796-6538

# **ALLOWANCE EXPENDITURE DIRECTIVE**

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

Vanden Bos Electric, Inc.  
 502 Giuseppe Ct., Suite #5  
 Roseville, CA 95678

<b>ALLOWANCE EXPENDITURE DIRECTIVE NO.:</b>
003

**Project:** **Ethel Phillips Tele-Center Upgrade Project**

**Date:** 26 March 2024

**Bid No.:** 0110-464

**DSA File No.:** N/A

**DSA Appl. No.:** N/A

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Reference	Description	Allowance Authorized for Expenditure
Request for PCO #01R1	Installation of POE Extenders; Material cost only.	\$668.05
Requested by: Performed by: Reason:	District G.C. Coordination	

Total Contract Allowance Amount:	\$26,260.00
Amount of Previously Approved Allowance Expenditure Directive(s):	\$15,108.93
Amount of this Allowance Expenditure Directive:	\$668.05

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**Signatures:**

<p><b>CONTRACTOR:</b></p> <p>_____ Vanden Bos Electric, Inc.</p> <p>Date: _____ 26 Mar. 2024</p> <p>By: _____ Patrick Burke, Contract Manager</p>	<p><b>CONSTRUCTION MANAGER:</b></p> <p>_____ Brailsford &amp; Dunlavey, Inc.</p> <p>Date: _____ 26 Mar. 2024</p> <p>By: _____ Samer Nassar, Project Manager</p>
<p><b>SCUSD MANAGER III, FACILITIES PM:</b></p> <p>_____</p> <p>Date: _____</p> <p>By: _____ Anthony Lea, Project Manager</p>	<p><b>SCUSD DIRECTOR III FACILITIES MGMT:</b></p> <p>_____</p> <p>Date: _____</p> <p>By: _____ Chris Ralston, Director III</p>

END OF DOCUMENT

**PROPOSED CHANGE ORDER FORM**

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

<b>PCO NO.:</b>
<b>01R1</b>

**Project: SCUSDE. PHILLIPS TCU**  
**Bid No.: 0110-464**  
**RFI #: 03**

**Date: 2-10-24**  
**DSA File No.: N/A**  
**DSA Appl. No.: N/A**

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(h)	<b><u>Material</u></b> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(i)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(j)	<b><u>Add Equipment</u></b> (attach suppliers’ invoice)		
(k)	<b><u>Subtotal</u></b>		
(l)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(m)	<b><u>Subtotal</u></b>		
(n)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(o)	<b><u>Subtotal</u></b>		
(p)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(q)	<b><u>Subtotal</u></b>		
(r)	<b><u>TOTAL</u></b>		
(s)	<b><u>Time</u></b> (zero unless indicated; “TBD” not permitted)	<b>Calendar Days</b>	

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	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(t)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	668.05	
(u)	<b>Add Labor</b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(v)	<b>Add Equipment</b> (attach suppliers' invoice)		
(w)	<b>Add General Conditions</b> (if Time is Compensable) (attach supporting documentation)		
(x)	<b><u>Subtotal</u></b>		
(y)	<b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (e)		
(z)	<b><u>Subtotal</u></b>	668.05	
(aa)	<b><u>TOTAL</u></b>	668.05	
(bb)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<b>2</b>	<b>Calendar Days</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor: VANDEN BOS ELECTRIC

ANDY GREEN

[Name]

2-10-24

Date

END OF DOCUMENT



## Change Request

**To:** Sac City Unif Sch. Distr  
 Unified School District  
 Sacramento, CA

**Number:** 1  
**Date:** 2/10/2024  
**Job:** 23-309 SCUSD Phillips Telecenter  
**Phone:**

**Description:** POE Extenders Per RFI #3

We are pleased to offer the following specifications and pricing to make the following changes:  
 Provide and Install Network POE Extenders. The extenders have been housed in an existing 3R Enclosure

The total direct cost to perform this work is .....	\$668.05
(Please refer to attached sheet for details.)	
O&P	\$668.05
Subcontractor Markup	\$0.00
	\$0.00
	\$0.00
<b>Total:</b>	<b>\$668.05</b>

If you have any questions, please contact me at (916)773-1500.

Submitted by: Andy Green  
 Vanden Bos Electric, Inc.

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

Change Request 1 Price Breakdown  
 Continuation Sheet

**Description:** POE Extenders Per RFI #3

Description	Quantity	Unit	Unit Price	Price
<b>Labor</b>				
Install 3r Enclosure			111.68	
Install POE Extenders			111.68	
Cable Testing			111.68	
			Labor Subtotal:	<u>\$0.00</u>
<b>Material</b>				
POE Extenders & Misc Connectors	4.00	ea	155.00	620.00
3R enclosure and Misc chase/hardware			306.63	
			Material Subtotal:	<u>\$620.00</u>
<b>Other</b>				
Sales Tax on Material	1.00	ea	71.80	48.05
			Other Subtotal:	<u>\$48.05</u>
			<b>Subtotal:</b>	<b>\$668.05</b>

**RFI**

**To:** Sac City Unif Sch. Distr  
Unified School District  
Sacramento, CA

**RFI #:** 3  
**Date:** 12/19/2023  
**Job:** 23-309 SCUSD Phillips Telecenter  
**Phone:**

**CC:**

**Subject:** Portable building B1 & C1 Cable Length

**Drawing:**

**Spec Section:**

**Cost Impact:** TBD

**Schedule Impact:** TBD

**Request:**

**Date Required:**

There are 4 cables in this area that will be over length due to the existing pathway. (2) interior Clock Speakers & (2) Exterior Speakers. Suggest the use of "OutReach" POE Extenders

**Requested by:** Andy Green  
Vanden Bos Electric, Inc.

**Response:**

**Response:**

After additional campus reviews to determine alternate routes to limit distance, it appears these rooms are outside the cabling distance limitations.

In lieu of making a new IDF headend closet, we would recommend the contractor utilize the outreach veracity poe extender to allow the devices outside of distances for each of the drops noted. Will submit a change proposal to the contractor to reflect this solution.

brian hood  
leaf  
122023

\_\_\_\_\_  
Answered by

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

## Gigabit Ethernet PoE/PoE+ Extender, Water Resistant - Cat5e/6/6a, IP65, IEEE 802.3at/af, 30W, 1 Port

MODEL NUMBER: NPOE-EXT-1G30WP



Extends a 10/100/1000 Mbps network connection between a powered source device and a PoE/PoE+ device up to 328 ft. (100 m).

### Features

#### Gigabit Extender Lets You Cascade Your Existing PoE/PoE+ Connection up to 500 Meters

This single-port connector allows you to extend the connection between your powered source device, such as a PoE (Power over Ethernet) switch, and a remote PoE device an extra 328.08-ft. (100 m). In addition, by cascading as many as four NPOE-EXT-1G30 extenders, you can extend that connection as far as 1640 feet (500 meters) total. Just connect the extender between two sections of Cat5e/6/6a cable up to 328.08-ft. (100 m) each.

#### Saves You Time and Money on Unnecessary Equipment Updates

The compact PoE/PoE+ extender delivers 10/100/1000 Mbps of data and up to 30 watts of power using existing Cat5e/6/6a cables, eliminating the need to install new AC power lines and electrical outlets. This cost-effective extender sends DC power and Ethernet data through your Ethernet cable, cutting down on cable clutter, equipment costs and installation time and labor. It also automatically detects PoE/PoE+ equipment and protects it from being damaged by incorrect installation.

#### Supports Power over Ethernet to Save You Money and Give You More Installation Choices

Because this extender supports PoE, it can supply the power to operate compatible IEEE 802.3at/af PoE devices, such as security cameras, VoIP telephones, point-of-sale kiosks and access control devices. This saves you the expense and effort of purchasing, connecting and installing individual power supplies for each device. It also helps you install PoE devices in areas far away from AC outlets, such as poles or ceilings. It supports half/full-duplex 1 Gbps communication for sending and receiving data simultaneously, and protects your PoE device against short circuits and overloads.

#### IP65 Rating Denotes Resistance to Dust and Water

The IP65 rating means the aluminum housing is not only 100% protected against dust, but also able to endure water spray, such as from a nozzle, from all directions. This makes the NPOE-EXT-1G30WP ideally suited to outdoor use.

#### Simple Plug-and-Play Installation Has Your Device Connected in Minutes

No configuration or software is required to add the NPOE-EXT-1G30WP to your LAN. Just connect your switch or network jack and your PoE/PoE+ device to the shielded RJ45 Power + Data ports using existing Cat5e/6/6a cable. LEDs indicate the unit is receiving power and is ready to transmit data.

### Highlights

- Saves money by delivering 30W of power + data up to 328.08-ft. (100 m) through existing cabling
- Cascade up to 4 extenders to extend PoE connection up to 1640 ft. (500 m) total
- Extends power + data to any PoE or PoE+ device installed where no AC outlet is available
- Supports Gigabit Ethernet data transfer speeds up to 1000 Mbps (1 Gbps)
- Aluminum housing is IP65 rated for protection against water spray from all directions

### Applications

- Install a touchscreen kiosk or VoIP phone in an area without a standard power connection
- Fill in Wi-Fi dead spots in your office with a wireless access point connected to your LAN
- Set up digital signage in an outdoor environment susceptible to rain, such as a mall, stadium or college campus
- Connect security cameras and other A/V surveillance equipment in a video wall

### System Requirements

- Device that meets IEEE 802.3af / IEEE 802.3at standards

### Package Includes

- NPOE-EXT-1G30WP Gigabit Ethernet PoE/PoE+ Extender - IEEE 802.3at/af, 30W, 1 Port
- (2) Water-resistant covers
- Owner's manual

**Designed for Installation Almost Anywhere**

Mounting holes are featured for installing the extender on a shelf, desktop, wall or any other smooth surface with user-supplied hardware. The silver aluminum housing fits in the palm of your hand, so it is small enough to hide away without interfering with your workflow or décor. The fanless design is ideal for silent operation.

## Specifications

OVERVIEW	
UPC Code	037332236135
Product Type	Extender
Technology	Cat5/5e; Cat6; Cat6a
POWER	
Power Consumption (Watts)	30.00
PHYSICAL	
Primary Form Factor	Desktop; Wall-mount
Color	Silver
Shipping Dimensions (hwd / in.)	1.77 x 6.10 x 3.15
Unit Dimensions (hwd / in.)	5.700 x 2.400 x 1.600
ENVIRONMENTAL	
Operating Temperature Range	14° to 113°F (-10° to 45°C)
Storage Temperature Range	-4° to 158°F (-20° to 70°C)
Operating Humidity Range	0% to 90% RH, Non-Condensing
Storage Humidity Range	0% to 95% RH, Non-Condensing
COMMUNICATIONS	
Network Compatibility	1 Gbps (Gigabit)
IEEE Standards Supported	802.3; 802.3ab; 802.3af; 802.3at; 802.3u; 802.3x
CONNECTIONS	
Side A - Connector 1	RJ45 (FEMALE)
Side B - Connector 1	RJ45 (FEMALE)
Network Switch Ports	10/100/1000 (RJ45)
STANDARDS & COMPLIANCE	
Product Compliance	RoHS; CE (Europe); REACH; FCC (USA)

**WARRANTY & SUPPORT**

Product Warranty Period (Worldwide)	3-year limited warranty
--	-------------------------



1211 FEE DR  
SACRAMENTO CA 95815-3910  
Phone: 916-561-1944

Sold to: VANDEN BOS/COMM.  
Ship to: VANDEN/SCUSD Phillips Telecenter  
502 Giuseppe Court Suite 4  
ROSEVILLE CA 95678  
Attn: ANDY GREEN  
Email: eric.petersen@graybar.com

Date: 12/21/2023  
**Project Name:**  
**Graybar Order: 384218183**  
Purchase Order Nbr: 23-309  
Release Nbr:  
Additional Ref#:  
Ref Quote Nbr: 245046731  
Graybar Contact: Victoria Plumlee  
Email: victoria.plumlee@graybar.com

### Order Acknowledgement

Thank you for Selecting Graybar, We Appreciate Your Business

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		4 EA	VERACITY USA, INC.	VOR-ORM		145.62	1	582.48
***Item Note:*** <b>OUTREACH Max POE-powered POE extender (100m/unit)</b>								
<b>Ship From: Drop Ship-Factory</b>								

FOB: S/P - F/A

**Est Delivery Date:** 01/05/2024

**Item Total (Frt not included):** 582.48

Subject to the standard terms and conditions set forth in this document.

Sold to: VANDEN BOS/COMM.  
 Ship to: VANDEN/SCUSD Phillips Telecenter  
 502 Giuseppe Court Suite 4  
 ROSEVILLE CA 95678  
 Attn: ANDY GREEN

Date: 12/21/2023  
**Project Name:**  
**Graybar Order: 384218183**  
 Purchase Order Nbr: 23-309  
 Release Nbr:  
 Additional Ref#:  
 Ref Quote Nbr: 245046731

## Order Acknowledgement

Thank you for Selecting Graybar, We Appreciate Your Business

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	-----------	----------	----------	-------------	-------------	-------	------	-----------

GRAYBAR ELECTRIC COMPANY, INC.  
 TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4. PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5. REELS - When Graybar ships returnables, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11. SOFTWARE AND FIRMWARE - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Subject to the standard terms and conditions set forth in this document.



← Cart

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## Order Summary

Items: 1  
Subtotal: \$90.00

Final price, taxes, and other fees calculated on the checkout page

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**PANDUIT**  
**RJ45 Plug, CAT 6A**  
Item #: 0779987 Cat #: FP6X88MTG-X UPC: 613056308510

Qty: **\$90.00**  
4 \$22.50 EA

Company Wide



10 Company wide

-	4	+
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**CHANGE ORDER FORM**

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

**CHANGE ORDER NO.:**

001

## CHANGE ORDER Contingency Reconciliation

**Project:** Hollywood Park Tele-Center Upgrade Project  
**Bid No.:** 0142-464

**Date:** 3 July 2024  
**DSA File No.:** NA  
**DSA Appl. No.:** NA

The following parties agree to the terms of this Change Order:

**Owner:** Sacramento City USD  
5735 47th Avenue, Sacramento, CA.  
95824

**Contractor:** Vanden Bos Electric, Inc.  
502 Giuseppe Ct., Suite #5, Roseville, CA 95678

**Designer Engineer:** LP Consulting Engineers  
1209 Pleasant Grove Blvd., Roseville CA.  
95678

**Project Inspector:** N/A

Reference	Description	Cost	Days Ext.
AED #001	-External speakers do not exist as per plan; request for installation of ext. speakers as called for in plans. Requested by: District Performed by: G.C. Reason: Coordination	\$ 409.20	0
Contract time will be adjusted as follows:		Original Allowance Amount:	\$26,260.00
Previous Completion Date: <u>01 Mar. 2024</u>		Amount of Allowance Used:	\$409.20
<u>0</u> Days Extension (zero unless otherwise indicated)		<b>Allowance Remaining Reconciled to Contract</b>	(\$25,850.80)
Current Completion Date: <u>01 Mar. 2024</u>		Original Contract Amount:	\$288,860.00
		<b>New Contract Amount:</b>	<b>\$263,009.20</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District: Chief Business and Operations Officer

Contractor: Vice President

\_\_\_\_\_  
Janea Marking

\_\_\_\_\_  
Date



\_\_\_\_\_  
Patrick Burke

\_\_\_\_\_  
7.15.24  
Date

END OF DOCUMENT

# ALLOWANCE EXPENDITURE DIRECTIVE

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

Vanden Bos Electric, Inc.  
 502 Giuseppe Ct., Suite #5  
 Roseville, CA 95678

<b>ALLOWANCE EXPENDITURE DIRECTIVE NO.:</b>
001

**Project:** Hollywood Park Tele-Center Upgrade Project

**Date:** 07 March 2024  
**DSA File No.:** N/A  
**DSA Appl. No.:** N/A

**Bid No.:** 0142-464

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Reference	Description	Allowance Authorized for Expenditure
Request for PCO #02	-External speakers do not exist as per plan; request for installation of ext. speakers as called for in plans.	\$409.20
Requested by: Performed by: Reason:	District G.C. Site Coordination	

Total Contract Allowance Amount:	\$26,260.00
Amount of Previously Approved Allowance Expenditure Directive(s):	\$0
Amount of this Allowance Expenditure Directive:	\$409.20


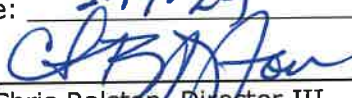
The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and

expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**Signatures:**

<b>CONTRACTOR:</b> <u>Vanden Bos Electric, Inc.</u> Date: <u>3/8/2024</u> By: <u>Patrick Burke</u> <small>Digitally signed by Patrick Burke Date: 2024.03.08 12:39:17 -08'00'</small> Patrick Burke, Contract Manager	<b>CONSTRUCTION MANAGER:</b> <u>Brailsford &amp; Dunlavey, Inc.</u> Date: <u>3/8/2024</u> By: <u>Samer Nassar</u> <small>Digitally signed by Samer N. Nassar DN: cn=Samer N. Nassar, o=Brailsford &amp; Dunlavey Inc., c=United States</small> Samer N. Nassar Samer Nassar, Project Manager
<b>SCUSD MANAGER III, FACILITIES PM:</b>  Date: <u>03/19/24</u> By: <u></u> Anthony Lea, Project Manager	<b>SCUSD DIRECTOR III FACILITIES MGMT:</b>  Date: <u>3-19-24</u> By: <u></u> Chris Ralston, Director III

END OF DOCUMENT

**PROPOSED CHANGE ORDER FORM**

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

**PCO NO.:****002**

**Project:** HOLLYWOOD PARK ESTCU  
**Bid No.:** 0142-464  
**RFI #:** 5

**Date:** 3-1-24  
**DSA File No.:** N/A  
**DSA Appl. No.:** N/A

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(h)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	372.00	
(i)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(j)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(k)	<b><u>Subtotal</u></b>		
(l)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)	37.20	
(m)	<b><u>Subtotal</u></b>		
(n)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(o)	<b><u>Subtotal</u></b>		
(p)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(q)	<b><u>Subtotal</u></b>	409.20	
(r)	<b><u>TOTAL</u></b>	409.20	
(s)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b><u>1</u></b> <b><u>Calendar Days</u></b>	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(t)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(u)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(v)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(w)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(x)	<b><u>Subtotal</u></b>		
(y)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (e)		
(z)	<b><u>Subtotal</u></b>		
(aa)	<b><u>TOTAL</u></b>		
(bb)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	_____	<b>Calendar Days</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor:

ANDY GREEN

[Name]

3-1-24

Date

Andrew D Green

Digitally signed by Andrew D Green  
 DN: cn=Andrew D Green, o, ou=Vanden  
 Bos Electric, email=andy@vdbelectric.com,  
 c=US  
 Date: 2024.03.07 11:39:48 -08'00'

END OF DOCUMENT



**QUALITY SOUND**  
DIVISION OF BI-JAMAR, INC.

Quality Sound  
2010 E. Fremont St.  
Stockton, CA 95205

**QUOTE**  
**14019**

CA 496881 C-7, C-10  
DIR 100000115  
ACO 6020

BILL TO		JOB LOCATION	
<b>Company:</b> Vanden Bos Electric, Inc.	<b>Address:</b> 502 Guiseppe Court Suite 5 Roseville, CA 95678	<b>Company:</b> Hollywood Park Elementary School	<b>Address:</b> 4915 Harte Way Sacramento, CA 95822
<b>Contact:</b>	<b>Phone:</b> 9167731500	<b>Contact:</b>	<b>Phone:</b>
		<b>Date:</b> 2024-02-05	<b>Sales Rep:</b> David Pattee
		<b>Phone:</b> (209) 948 2104 EXT 1072	

**TITLE**  
New speakers to replace missing existng

**SCOPE OF WORK**

This change order represents the cost with providing (3) exterior speakers. These will be installed at the (3) locations that are currently missing the existing.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ACC1113	Rauland	Vandal Proof Surf Bbox Acc1012	3.00	\$62.00	\$186.00
ACC1012	Rauland	Square Security Baffle	3.00	\$62.00	\$186.00
				<b>Subtotal:</b>	\$372.00
				<b>Tax:</b>	\$0.00
				<b>Total:</b>	\$372.00

**TERMS AND CONDITIONS:**  
Pricing is only good for forty-five days. A signed quote, contract, or P.O. shall be delivered to Quality Sound before any work is started or materials ordered. Quality Sound is not responsible for delays caused by product availability. Quality Sound's on-site staff will require the work area to be free of obstructions prior to the commencement of any work. In addition, our staff will need unrestricted access to and from the work area and access to the nearest loading area. During service, the work areas should be considered a construction zone. In the interest of public safety, our staff must have priority use of the work areas until the services are complete. Our staff is scheduled to perform only the work included in this quote. If anyone with authority wishes to change or modify the scope of work, please get in touch with our office. If scheduling problems arise, Quality Sound will try to work around those needs. Quality Sound provides a one-year warranty against materials and workmanship defects on the newly installed equipment; manufacturer's component warranties vary, but many extend past this point. All invoices shall be paid within forty-five days; after forty-five days, interest will be charged at 1.5% per month. Payments are accepted via check, electronic transfer, or cash. A service fee of 3.5% will be charged when paying with a credit card. **Thank you again for choosing Quality Sound.**

**IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN**

---

BUYER: \_\_\_\_\_ (Print Name)      SIGNATURE: \_\_\_\_\_      DATE: \_\_\_\_\_



*Change Request*

To: Sac City Unif Sch. Distr  
Unified School District  
Sacramento, CA

Number: 2  
Date: 3/1/2024  
Job: 23-312 SCUSD Hollywood Park TC  
Phone:

**Description:** Additional Exterior Speakers per RFI #5 Response

We are pleased to offer the following specifications and pricing to make the following changes:  
Please see the attached Cost breakdown. I have also included the RFI Response for reference.

The total direct cost to perform this work is .....	\$372.00
(Please refer to attached sheet for details.)	
O&P	\$0.00
Subcontractor Markup	\$372.00 10.00% \$37.20
Tax	\$0.00
<b>Total:</b>	<b>\$409.20</b>

If you have any questions, please contact me at (916)773-1500.

Submitted by: Andy Green  
Vanden Bos Electric, Inc.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Change Request 2 Price Breakdown  
Continuation Sheet

**Description:** Additional Exterior Speakers per RFI #5 Response

Description	Quantity	Unit	Unit Price	Price
<b>Subcontract</b>	1.00	lot	372.00	372.00
Educational Intercom Systems				<u>372.00</u>
			Subcontract Subtotal:	<u>372.00</u>
			<b>Subtotal:</b>	<b>\$372.00</b>

**RFI**

**To:** Sac City Unif Sch. Distr  
Unified School District  
Sacramento, CA

**RFI #:** 5  
**Date:** 2/5/2024  
**Job:** 23-312 SCUSD Hollywood Park TC  
**Phone:**

**CC:**

**Subject:** Existing Exterior Back Boxes & baffles

**Drawing:** See attached  
**Cost Impact:** TBD

**Spec Section:**  
**Schedule Impact:** TBD

**Date Required:**

**Request:**

Please see the attached drawings. Demo Notes Keynote ID #3 shows the use of Existing BackBox and Baffle. These do not exist in these locations. (Highlighted on drawings)

Proposed Solution: Provide and install all new components and backboxes.

**Requested by:** Andy Green  
Vanden Bos Electric, Inc.

**Response:**

**LP response:**

Please provide new exterior rated, surface mount intercom speaker back boxes at 3 ea. locations as noted on redlined plans for proper site coverage. Route cabling above ceiling and secure with j-hooks to nearest intercom cabling pathways as shown on shop drawings.

All building penetrations shall be caulked and sealed for water tight connection.

J. Zamora (LPCE)  
2024-02-29

\_\_\_\_\_  
Answered by

\_\_\_\_\_  
Company

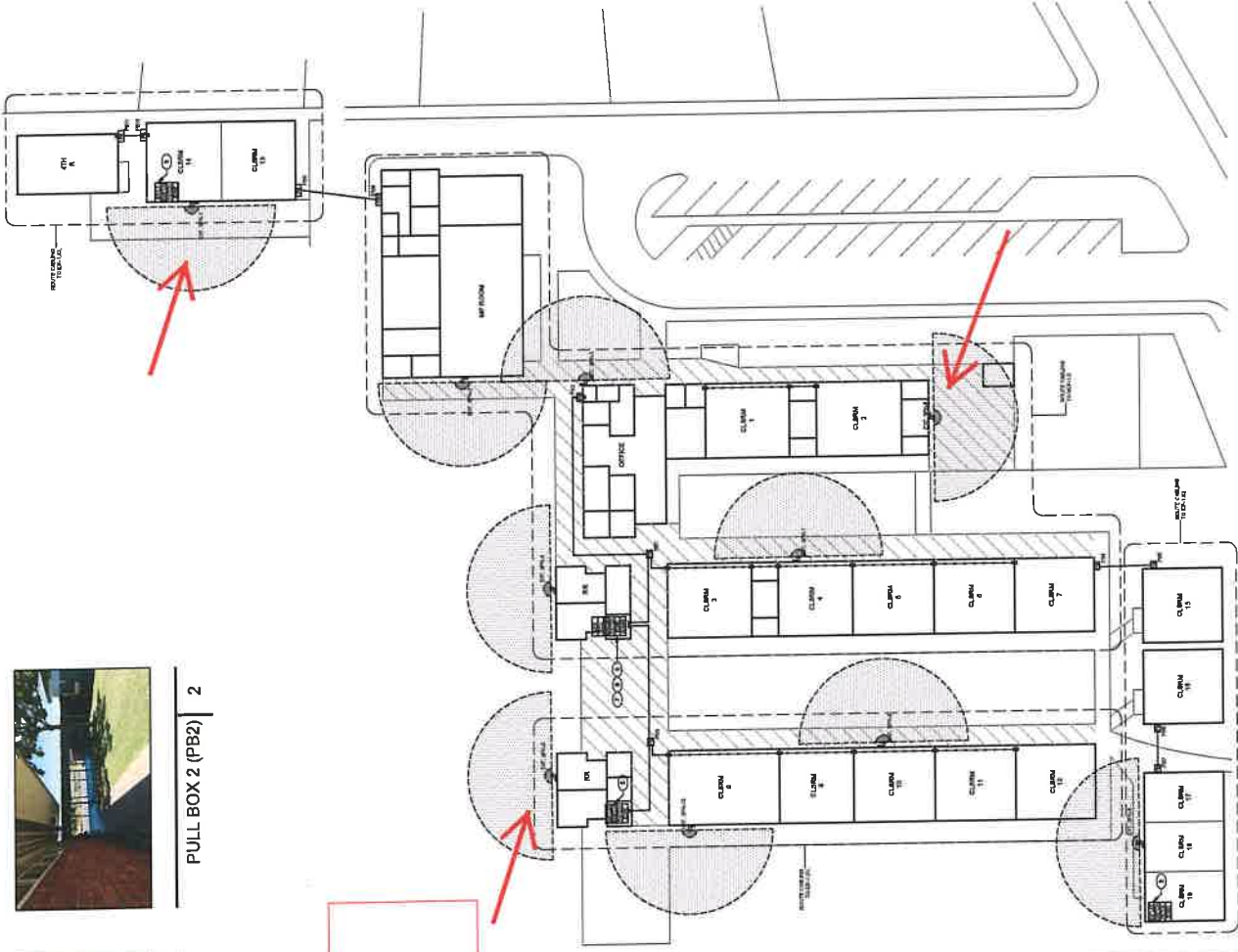
\_\_\_\_\_  
Date

**SHEET GENERAL NOTES:**

1. ALL EQUIPMENT BROWN OR CONSTRUCTION EQUIPMENT SHALL BE INSTALLED ON UNIMPAVED AREAS WHERE POSSIBLE.
2. ALL TELEPHONE PULL BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SACRAMENTO TELEPHONE PULL BOX SPECIFICATIONS.
3. ALL TELEPHONE PULL BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SACRAMENTO TELEPHONE PULL BOX SPECIFICATIONS.
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10. ALL TELEPHONE PULL BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SACRAMENTO TELEPHONE PULL BOX SPECIFICATIONS.

**KEYNOTES:**

SYMBOL	DESCRIPTION
①	EMERGENCY EXIT CORRIDOR
②	EMERGENCY OVERHEAD SIGNAL CABLE TRAY / RACE
③	EMERGENCY CEMETRY CABLE TRAY / RACE
④	EMERGENCY RACE
⑤	EMERGENCY RACE
⑥	EMERGENCY RACE
⑦	EMERGENCY RACE
⑧	EMERGENCY RACE
⑨	EMERGENCY RACE
⑩	EMERGENCY RACE



PULL BOX 2 (PB2) | 2

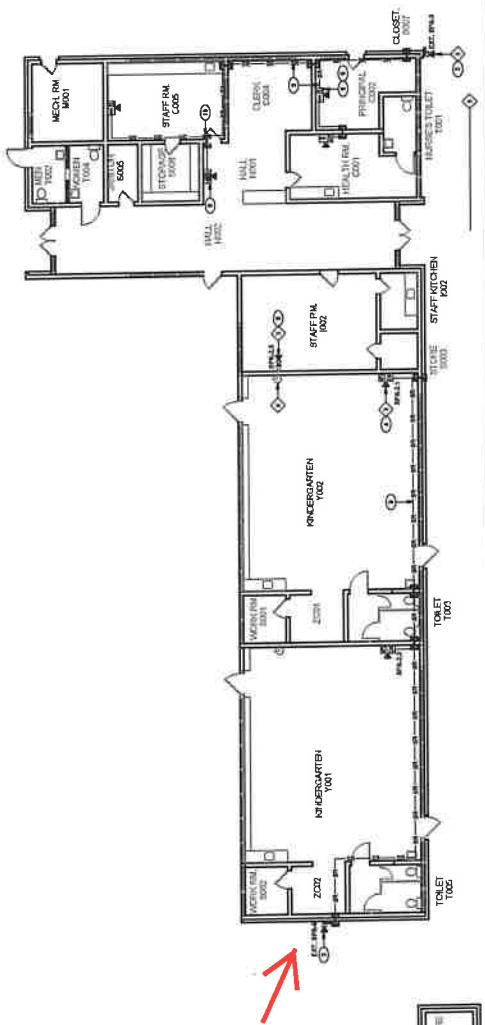


PULL BOX 1 (PB1) | 3

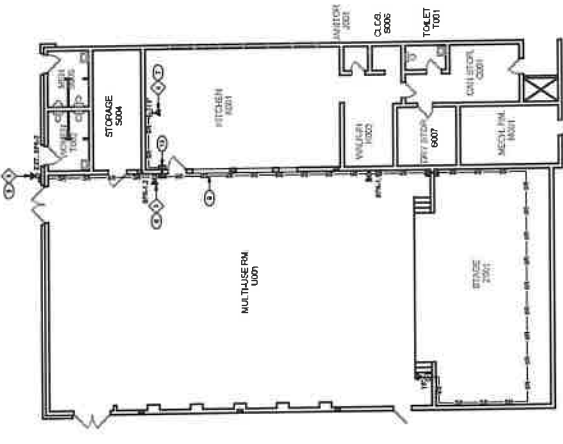
**THIS IS NOT SHOWN ON FLOORPLAN T2.01**



TECHNOLOGY SITE PLAN



TECHNOLOGY BUILDING 2 - FLOOR PLAN

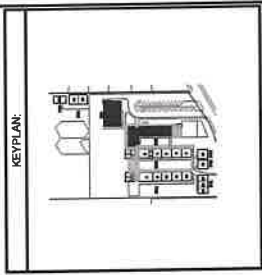


TECHNOLOGY BUILDING 1 - FLOOR PLAN

- SHEET GENERAL NOTES:**
1. ALL EQUIPMENT ROOMS OR CONDUIT RACEWAYS SHALL BE LOCATED ON THE SECOND FLOOR.
  2. ALL TELECOMMUNICATIONS RACEWAYS SHALL BE INSTALLED IN THE ATTIC OR BASEMENT.
  3. ALL WIRE AND CABLE SHALL BE INSTALLED IN THE ATTIC OR BASEMENT.
  4. FROM AREA ABOVE: ALL WIRE AND CABLE SHALL BE INSTALLED IN THE ATTIC OR BASEMENT.
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- DEMO KEYNOTES:**
1. DEMO WORK SHALL BE COMPLETED BY THE END OF THE PROJECT.
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- KEYNOTES:**
1. NEW EXTERIOR BRACKET SHALL BE INSTALLED AT THE LOCATION OF THE NEW EXTERIOR BRACKET.
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  10. NEW EXTERIOR BRACKET SHALL BE INSTALLED AT THE LOCATION OF THE NEW EXTERIOR BRACKET.



PROJECT: TECHNOLOGY BUILDING 1 & 2 FLOOR PLAN

DATE: 01/15/2019

SCALE: 1/8" = 1'-0"

PROJECT NO: 19-001

OWNER: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**LP**

LANDSCAPE CONSULTING ENGINEERS

1110 B STREET, SUITE 100  
SACRAMENTO, CA 95811

TEL: 916.442.8888  
WWW.LPENGINEERS.COM

PROJECT NO: 19-001

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

1110 B STREET, SUITE 100  
SACRAMENTO, CA 95811

**HOLLYWOOD PARK ELEMENTARY SCHOOL**

485 WHITE WAY  
SACRAMENTO, CA 95822

**SITE-WIDE INTERCOM AND CLOCK MODERNIZATION**

**TECHNOLOGY BUILDING 1 & 2 FLOOR PLAN**

DATE PREPARED:	01/15/2019
DRAWN BY:	JLW
CHECKED BY:	JLW
SCALE DATE:	1/15/19
PROJECT NO:	19-001
PROJECT NAME:	TECHNOLOGY BUILDING 1 & 2 FLOOR PLAN

**T2.00**

**SHEET GENERAL NOTES:**

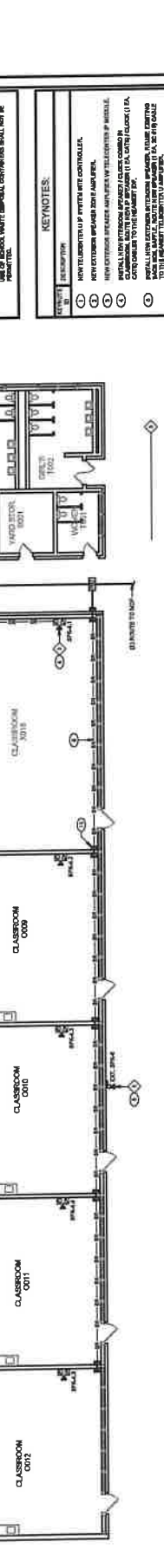
1. ALL ELEMENTS SHOWN ARE TO BE CONSTRUCTED PER THE NOTES AND DIMENSIONS. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SACRAMENTO SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF CALIFORNIA, LATEST EDITION, UNLESS OTHERWISE NOTED.
2. ALL TELEVISION SYSTEMS AND DEVICES SHALL BE INSTALLED WITHIN THE FACILITY AND SHALL BE INSTALLED WITHIN THE FACILITY AND SHALL BE INSTALLED WITHIN THE FACILITY AND SHALL BE INSTALLED WITHIN THE FACILITY.
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**DEMO KEYNOTES:**

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**TELECENTER U | 4**

**GATEWAY 4 | 3**

**TELEVISION BUILDING 4 - FLOOR PLAN**

**TELEVISION BUILDING 3 - FLOOR PLAN**

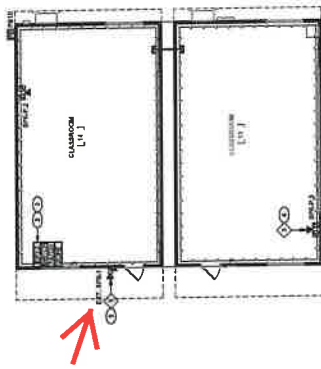
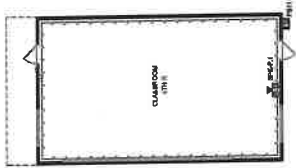
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DATE: 11/12/13  
BY: [Signature]  
SCALE: 1/8" = 1'-0"

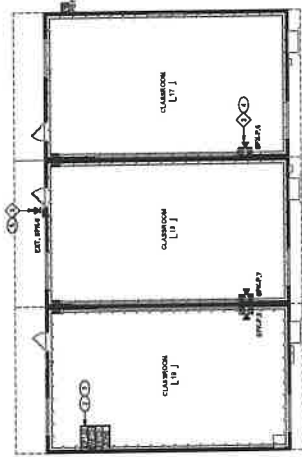




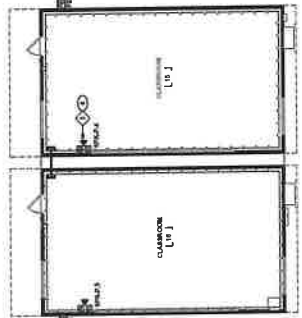
IDF - 1.02 4



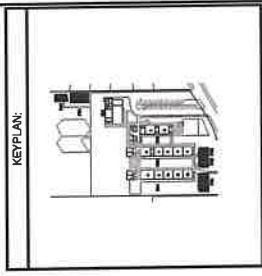
TECHNOLOGY PORTABLES 4 & 5 - FLOOR PLAN  
SCALE: 1/4" = 1'-0"  
1 2 3 4 5 6 7 8 9 10 11 12



TECHNOLOGY PORTABLES 1 - FLOOR PLAN  
SCALE: 1/4" = 1'-0"  
1 2 3 4 5 6 7 8 9 10 11 12



TECHNOLOGY PORTABLES 2 & 3 - FLOOR PLAN  
SCALE: 1/4" = 1'-0"  
1 2 3 4 5 6 7 8 9 10 11 12



**SHEET GENERAL NOTES:**

- ALL ELECTRICAL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE 2019 CALIFORNIA ELECTRICAL CODE AND THE 2019 CALIFORNIA MECHANICAL CODE.
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**DEMO KEYNOTES:**

- REMOVE EXISTING EQUIPMENT AND MATERIALS TO BE REPLACED OR MODIFIED.
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**KEYNOTES:**

- NEW TELEVISION TO BE INSTALLED IN CLASSROOM.
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<p><b>CONSULTANT'S SEAL</b>          REGISTERED PROFESSIONAL ENGINEER          ELECTRICAL          STATE OF CALIFORNIA          NO. 10000          DATE: 07/25/2019</p>		<p><b>PROJECT STAMP</b>          PROJECT NO. 2019-001          SHEET NO. T2.02          DATE: 07/25/2019</p>	
<p><b>CLIENT:</b>          SACRAMENTO CITY          UNIFIED SCHOOL          DISTRICT          SACRAMENTO, CA 95824</p>		<p><b>PROJECT TITLE:</b>          HOLLYWOOD PARK          ELEMENTARY          SCHOOL          4975 HARTE WAY,          SACRAMENTO, CA 95822</p>	
<p><b>PROJECT TITLE:</b>          SITE-WIDE INTERCOM          AND CLOCK          MODERNIZATION</p>		<p><b>PROJECT TITLE:</b>          TECHNOLOGY          PORTABLES          FLOOR PLAN</p>	
<p>DATE: 07/25/2019</p>		<p>SCALE: 1/4" = 1'-0"</p>	

T2.02

**CHANGE ORDER FORM**

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

<b>CHANGE ORDER NO.:</b>
001

**CHANGE ORDER**  
**Contingency Reconciliation**

**Project:** Camellia Tele-Center Upgrade Project  
**Bid No.:** 0035-464

**Date:** 3 July 2024  
**DSA File No.:** NA  
**DSA Appl. No.:** NA

The following parties agree to the terms of this Change Order:

**Owner:** Sacramento City USD  
5735 47th Avenue, Sacramento, CA.  
95824

**Contractor:** Vanden Bos Electric, Inc.  
502 Giuseppe Ct., Suite #5, Roseville, CA 95678

**Architect:** LEAF Engineers  
1110 Iron Point Rd., Folsom, CA. 95630

**Project Inspector:** N/A

Reference	Description	Cost	Days Ext.
AED #001	Installation of POE Extenders; Material cost only.	(\$ 998.44)	0
Requested by:	District		
Performed by:	G.C.		
Reason:	Coordination		
Contract time will be adjusted as follows:		Original Allowance Amount:	\$28,360.00
Previous Completion Date: <u>19 Feb. 2024</u>		Amount of Allowance Used:	\$998.44
<u>0</u> Days Extension (zero unless otherwise indicated)		<b>Allowance Remaining Reconciled to Contract</b>	(\$27,361.56)
Current Completion Date: <u>19 Feb. 2024</u>		Original Contract Amount:	\$311,960.00
		<b>New Contract Amount:</b>	<b>\$284,598.44</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.



This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District: Chief Business and Operations Officer

Contractor: Vice President

\_\_\_\_\_  
Janea Marking

\_\_\_\_\_  
Date



\_\_\_\_\_  
Patrick Burke

\_\_\_\_\_  
7.15.24  
Date

END OF DOCUMENT

# **ALLOWANCE EXPENDITURE DIRECTIVE**

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

Vanden Bos Electric, Inc.  
 502 Giuseppe Ct., Suite #5  
 Roseville, CA 95678

<b>ALLOWANCE EXPENDITURE DIRECTIVE NO.:</b>
001

**Project:** **Camellia Tele-Center Upgrade Project**

**Date:** 26 March 2024

**Bid No.:** 0035-464

**DSA File No.:** N/A

**DSA Appl. No.:** N/A

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Reference	Description	Allowance Authorized for Expenditure
Request for PCO #01R1	-Need to replace an existing external speaker that was not put on the design plans.	\$998.44
Requested by:	District	
Performed by:	G.C.	
Reason:	Coordination	

Total Contract Allowance Amount:	\$28,360.00
Amount of Previously Approved Allowance Expenditure Directive(s):	\$0.00
Amount of this Allowance Expenditure Directive:	\$998.44

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and

expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**Signatures:**

<b>CONTRACTOR:</b> _____ Vanden Bos Electric, Inc. Date: <u>  26 Mar. 2024  </u> By: _____ Patrick Burke, Contract Manager	<b>CONSTRUCTION MANAGER:</b> _____ Brailsford & Dunlavey, Inc. Date: <u>  26 Mar. 2024  </u> By: _____ Samer Nassar, Project Manager
<b>SCUSD MANAGER III, FACILITIES PM:</b> _____ Date: _____ By: _____ Anthony Lea, Project Manager	<b>SCUSD DIRECTOR III FACILITIES MGMT:</b> _____ Date: _____ By: _____ Chris Ralston, Director III

END OF DOCUMENT

**PROPOSED CHANGE ORDER FORM**

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

**PCO NO.:****01R1**

**Project:** SCUSD CAMELLIA TCU  
**Bid No.:** 0035-464  
**RFI #:** 01

**Date:** 2-10-24  
**DSA File No.:** N/A  
**DSA Appl. No.:** N/A

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(h)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(i)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(j)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(k)	<b><u>Subtotal</u></b>		
(l)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(m)	<b><u>Subtotal</u></b>		
(n)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(o)	<b><u>Subtotal</u></b>		
(p)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(q)	<b><u>Subtotal</u></b>		
(r)	<b><u>TOTAL</u></b>		
(s)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)		<b>Calendar Days</b>

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(t)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	998.44	
(u)	<b>Add Labor</b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	0	
(v)	<b>Add Equipment</b> (attach suppliers' invoice)		
(w)	<b>Add General Conditions</b> (if Time is Compensable) (attach supporting documentation)		
(x)	<b><u>Subtotal</u></b>		
(y)	<b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (e)		
(z)	<b><u>Subtotal</u></b>		
(aa)	<b><u>TOTAL</u></b>	998.44	
(bb)	<b>Time</b> (zero unless indicated; "TBD" not permitted)		<b><u>2</u> Calendar Days</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor: VANDEN BOS ELECTRIC

ANDY GREEN

[Name]

2-10-24

Date

END OF DOCUMENT

*Change Request*

**To:** Sac City Unif Sch. Distr  
 Unified School District  
 Sacramento, CA

**Number:** 1  
**Date:** 12/21/2023  
**Job:** 23-308 SCUSD Camelia Telecenter  
**Phone:**

**Description:** POE Extenders Per RFI #1

We are pleased to offer the following specifications and pricing to make the following changes:

Provide and Install Network POE Extenders. The extenders to be housed in a Nema 3R enclosure adjacent to the existing enclosure on the east end of classroom 12.

The total direct cost to perform this work is .....				\$3,008.68
(Please refer to attached sheet for details.)				
	O&P	\$3,008.68	15.00%	\$451.30
Subcontractor Markup				\$0.00
				\$0.00
				\$0.00
			<b>Total:</b>	<b>\$3,459.98</b>

If you have any questions, please contact me at (916)773-1500.

Submitted by: Andy Green  
 Vandenberg Electric, Inc.

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

Change Request 1 Price Breakdown  
 Continuation Sheet

Description: POE Extenders Per RFI #1

Description	Quantity	Unit	Unit Price	Price
<b>Labor</b>				
Install 3r Enclosure	6.00	Hrs.	111.68	670.08
Install POE Extenders	6.00	Hrs.	111.68	670.08
Cable testing	2.00	Hrs.	111.68	223.36
Addministration / site visit	4.00	Hrs.	111.68	446.72
			Labor Subtotal:	\$2,010.24
<b>Material</b>				
POE Extenders & misc connectors	4.00	ea	155.00	620.00
3R enclosure & misc chase/hardware	1.00	lot	306.63	306.63
			Material Subtotal:	\$926.63
<b>Other</b>				
Sales Tax on Material	1.00	ea	71.81	71.81
			Other Subtotal:	\$71.81
			<b>Subtotal:</b>	<b>\$3,008.68</b>

**RFI**

**To:** Sac City Unif Sch. Distr  
Unified School District  
Sacramento, CA

**RFI #:** 1  
**Date:** 12/4/2023  
**Job:** 23-308 SCUSD Camelia Telecenter  
**Phone:**

**CC:**

**Subject:** Portables 23-25 Cable length

**Drawing:** See attached

**Spec Section:**

**Cost Impact:** ROM 20K

**Schedule Impact:** TBD

**Request:**

**Date Required:**

There are 4 cables in this area. (3) inside Clock Speakers & (1) Outside Speaker all of which are over length. How would the district like to proceed.

Suggest adding an IDF to this area.

New IDF Cabinet, Patch panel, Fiber enclosure, Fiber Cable and Connectors, Cisco Switch, UPS, Zone Page Amplifier, Amplifier Power supply

**Requested by:** Andy Green  
Vanden Bos Electric, Inc.

**Response:**

**Response:**

After additional campus reviews to determine alternate routes to limit distance, it appears these rooms are outside the cabling distance limitations.

In lieu of making a new IDF headend closet, we would recommend the contractor utilize the outreach veracity poe extender to allow the devices outside of distances for each of the drops noted. Will submit a change proposal to the contractor to reflect this solution.

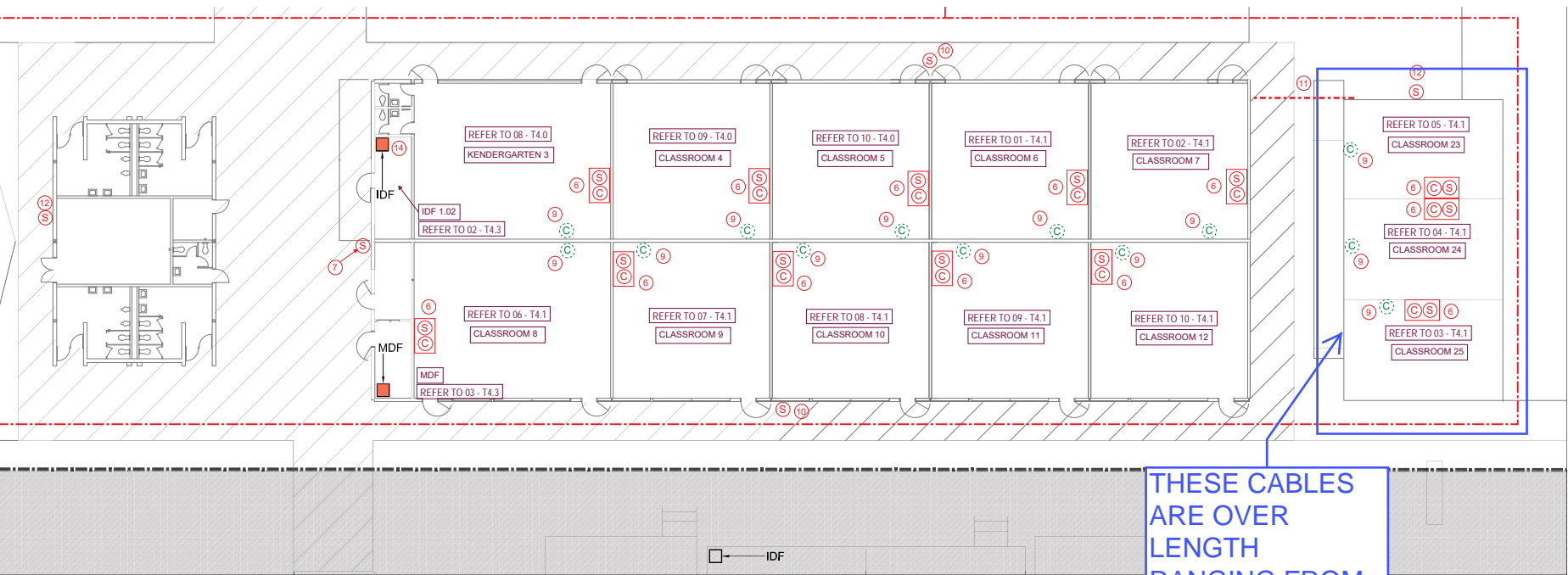
brian hood  
leaf  
122023

\_\_\_\_\_  
Answered by

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date





**M PLAN - AREA 'A'**

**INTERCOM / CLOCK KEYED NOTES:**

- 1. CONTRACTOR TO REPLACE EXISTING WALL MOUNTED SPEAKER AND CLOCK AND REPLACE WITH NEW COMBO IP SPEAKER / CLOCK UNIT. CONTRACTOR TO RE-USE EXISTING SURFACE MOUNTED RACEWAY OR PROVIDE NEW RACEWAY AS REQUIRED TO INSTALL NEW CABLING BACK TO BUILDING IDF LOCATION. PROVIDE WIREGUARD FOR NEW CLOCK.
- 2. EXISTING WALL MOUNTED CLOCK AND WIRING TO BE REMOVED. PATCH SIDE OF DUCTWORK AS REQUIRED.
- 3. NEW WALL MOUNTED SPEAKER SERVING MPR AREA. ROUTE NEW DATA CABLING FROM SPEAKER VIA NEW SURFACE MOUNTED RACEWAY BACK TO BUILDING IDF LOCATION. COORDINATE SPEAKER INSTALLATION WITH EXISTING DUCTWORK ROUTED ALONG WALL.
- 4. IN KITCHEN AREA SERVING LINE, REPLACE EXISTING SPEAKER WITH NEW SPEAKER / DIGITAL MESSAGE BOARD AND CONNECT NEW DATA CABLING BACK TO BUILDING IDF RACK.
- 5. EXISTING WALL MOUNTED IDF RACK TO REMAIN. CONTRACTOR TO INSTALL NEW CISCO 24 PORT NETWORK SWITCH AND CONNECT FIBER TO NEW 6BIC MODULE IN SWITCH. ALL NEW SPEAKER / CLOCK CABLING SHALL ROUTE BACK TO THIS LOCATION AND TERMINATE ON NEW 48 PORT PATCH PANEL. CONTRACTOR TO PROVIDE PATCH CABLES ON BOTH ENDS FOR COMPLETE INSTALLATION. USE EXISTING TRIPPLITE UPS FOR POWER TO NEW NETWORK SWITCH.
- 6. INSTALL NEW WALL MOUNTED COMBO CLOCK / SPEAKER ENCLOSURE TO REPLACE EXISTING SPEAKER. PATCH WALL AS REQUIRED, RE-USE EXISTING RACEWAY. INSTALL NEW DATA CABLING FROM ENCLOSURE BACK TO IDF.
- 7. REPLACE EXISTING EXTERIOR SPEAKER WITH NEW IP EXTERIOR SPEAKER. CONTRACTOR TO SEAL ALL BUILDING PENETRATIONS.
- 8. INSTALL NEW CLOCK AND MESSAGE BOARD IN FRONT OFFICE LOCATION. PROVIDE NEW SURFACE MOUNTED RACEWAY AND CABLING BACK TO IDF.
- 9. REMOVE EXISTING CLOCK AND WIRING AND REPAIR WALL.

- 10. INSTALL NEW EXTERIOR SPEAKER TO REPLACE EXISTING SPEAKER CURRENTLY INSTALLED ON UNDERSIDE OF CANOPY. CONNECT NEW DATA CABLING BACK TO IDF CLOSET.
- 11. EXISTING CONDUIT FROM MODULAR BUILDING BACK TO BUILDING CAN BE RE-USED FOR INSTALLING NEW DATA CABLING FROM MODULAR BUILDINGS BACK TO EXISTING IDF RACK.
- 12. NEW EXTERIOR SPEAKER MOUNTED AS HIGH AS POSSIBLE ON WALL BELOW ROOF EDGE. ROUTE NEW CABLING FROM SPEAKER BACK INTO BUILDING AND TERMINATE AT HEADEND RACK. SEAL ALL BUILDING PENETRATIONS.
- 13. EXISTING INTERCOM WALL MOUNTED HEADEND UNIT TO BE REMOVED ALONG WITH ALL EXISTING WIRING. CONTRACTOR TO PATCH AND PAINT WALL WHERE UNIT WAS REMOVED.
- 14. EXISTING WALL MOUNTED IDF RACK TO REMAIN. CONTRACTOR TO INSTALL NEW CISCO 24 PORT NETWORK SWITCH AND CONNECT FIBER TO NEW 6BIC MODULE IN SWITCH. ALL NEW SPEAKER / CLOCK CABLING SHALL ROUTE BACK TO THIS LOCATION AND TERMINATE ON NEW 48 PORT PATCH PANEL. CONTRACTOR TO PROVIDE PATCH CABLES ON BOTH ENDS FOR COMPLETE INSTALLATION. CONTRACTOR IS TO INSTALL A NEW TRIPPLITE UPS IN IDF CABINET.

THESE CABLES ARE OVER LENGTH RANGING FROM 330' TO 380'

- GENERAL NOTES:**
- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS THROUGHOUT ALL PHASES OF SCHOOL YEAR. ONCE THE NEW SYSTEM IS LIVE ANY EXISTING DEVICES AND EXISTING CLOCK SYSTEM TO FUNCTION.
  - 2. THIS INTERCOM AND CLOCK REPLACEMENT PROJECT IS ALSO RESPONSIBLE FOR ALL IP NETWORK SWITCHES, DATA CABLING, PATCH PANELS, UPS EQUIPMENT AND CONDUIT PATHWAYS REQUIRED FOR A COMPLETE INSTALLATION OF THE CLOCK AND INTERCOM SYSTEM. ALL CONTRACTOR WORK SHALL BE PERFORMED BY LICENSED CONTRACTOR THAT IS CERTIFIED TO INSTALL AND SUPPORT SPECIFIC SYSTEM BEING INSTALLED SUCH AS DATA CABLING, NETWORK EQUIPMENT AND INTERCOM EQUIPMENT.
  - 3. AT EACH HEADEND LOCATION (MDF/IDF), THE CONTRACTOR SHALL INSTALL A NEW 24 PORT, POE, CISCO SWITCH, MODEL #WSK24-24P-8-8-8-8 WITH DNA ESSENTIALS AND 3 YEAR SERVICE AND SUPPORT LICENSING. PROVIDE AND CONFIGURE NEW 10 GB SFP-10G-T FIBER PORT AND 1 METER CABLE.
  - 4. AT EACH IDF LOCATION, THE CONTRACTOR SHALL USE THE EXISTING TRIPPLITE UPS UNIT INSTALLED IN THE EXISTING RACK TO SUPPORT NEW NETWORK SWITCH BEING ADDED TO RACK. CONTRACTOR IS TO INSTALL A NEW TRIPPLITE UPS IN IDF CABINET WHERE NONE IS CURRENTLY INSTALLED.
  - 5. CONTRACTOR SHALL BREAK OUT A NEW PAIR OF FIBER STRANDS FROM THE EXISTING INTERCONNECTIONS BETWEEN THE EXISTING MDF AND IDF CLOSETS WHICH WILL NOW BECOME THE INTERCOM/CLOCK NETWORK VLAN. THE EXISTING FIBER BACKBONE HAS AVAILABLE STRANDS BETWEEN EXISTING CLOSETS FOR THIS WORK TO HAPPEN. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE NEW FIBER PATCH CORDS AT EACH END TO CONNECT NEW FIBER TO NEW LOCAL NETWORK SWITCHES BEING INSTALLED.
  - 6. CONTRACTOR IS RESPONSIBLE FOR PATCHING / REPAIRING / REPAINTING WALLS WHERE EXISTING SPEAKERS, CLOCKS OR RACEWAY IS BEING REMOVED AS PART OF THIS PROJECT. ANY CMU BLOCK OR BRICK WALLS THAT CANNOT BE REPAIRED WILL NEED TO HAVE METAL PLATE INSTALLED OVER OPENING AND PAINTED TO MATCH SURROUNDING WALL COLOR.
  - 7. ALL SURFACE MOUNTED RACEWAY REQUIRED FOR INSTALLATION OF NEW INTERCOM AND CLOCK WIRING SHALL BE WIREMOLD SERIES 2300. COLOR SHALL MATCH EXISTING COLOR OF SURROUNDING ROOM.

**CAMELLIA E.S. TELE-CEN**

8600 COLIAGAR DRIVE  
SACRAMENTO CA.

**KEY PLAN**

NORTH PLAN TRUE

CLIENT	
SACRAMENTO CITY U.S.D.	
DATE	PROJECT NUMBER
06/30/23	0035-464
DRAWING HISTORY	
No.	Description
Project Status	
BUILDING NUMBER	
<b>INTERCOM AREA 'A' CAMELLIA ES</b>	

## Gigabit Ethernet PoE/PoE+ Extender, Water Resistant - Cat5e/6/6a, IP65, IEEE 802.3at/af, 30W, 1 Port

MODEL NUMBER: NPOE-EXT-1G30WP



Extends a 10/100/1000 Mbps network connection between a powered source device and a PoE/PoE+ device up to 328 ft. (100 m).

### Features

#### Gigabit Extender Lets You Cascade Your Existing PoE/PoE+ Connection up to 500 Meters

This single-port connector allows you to extend the connection between your powered source device, such as a PoE (Power over Ethernet) switch, and a remote PoE device an extra 328.08-ft. (100 m). In addition, by cascading as many as four NPOE-EXT-1G30 extenders, you can extend that connection as far as 1640 feet (500 meters) total. Just connect the extender between two sections of Cat5e/6/6a cable up to 328.08-ft. (100 m) each.

#### Saves You Time and Money on Unnecessary Equipment Updates

The compact PoE/PoE+ extender delivers 10/100/1000 Mbps of data and up to 30 watts of power using existing Cat5e/6/6a cables, eliminating the need to install new AC power lines and electrical outlets. This cost-effective extender sends DC power and Ethernet data through your Ethernet cable, cutting down on cable clutter, equipment costs and installation time and labor. It also automatically detects PoE/PoE+ equipment and protects it from being damaged by incorrect installation.

#### Supports Power over Ethernet to Save You Money and Give You More Installation Choices

Because this extender supports PoE, it can supply the power to operate compatible IEEE 802.3at/af PoE devices, such as security cameras, VoIP telephones, point-of-sale kiosks and access control devices. This saves you the expense and effort of purchasing, connecting and installing individual power supplies for each device. It also helps you install PoE devices in areas far away from AC outlets, such as poles or ceilings. It supports half/full-duplex 1 Gbps communication for sending and receiving data simultaneously, and protects your PoE device against short circuits and overloads.

#### IP65 Rating Denotes Resistance to Dust and Water

The IP65 rating means the aluminum housing is not only 100% protected against dust, but also able to endure water spray, such as from a nozzle, from all directions. This makes the NPOE-EXT-1G30WP ideally suited to outdoor use.

#### Simple Plug-and-Play Installation Has Your Device Connected in Minutes

No configuration or software is required to add the NPOE-EXT-1G30WP to your LAN. Just connect your switch or network jack and your PoE/PoE+ device to the shielded RJ45 Power + Data ports using existing Cat5e/6/6a cable. LEDs indicate the unit is receiving power and is ready to transmit data.

### Highlights

- Saves money by delivering 30W of power + data up to 328.08-ft. (100 m) through existing cabling
- Cascade up to 4 extenders to extend PoE connection up to 1640 ft. (500 m) total
- Extends power + data to any PoE or PoE+ device installed where no AC outlet is available
- Supports Gigabit Ethernet data transfer speeds up to 1000 Mbps (1 Gbps)
- Aluminum housing is IP65 rated for protection against water spray from all directions

### Applications

- Install a touchscreen kiosk or VoIP phone in an area without a standard power connection
- Fill in Wi-Fi dead spots in your office with a wireless access point connected to your LAN
- Set up digital signage in an outdoor environment susceptible to rain, such as a mall, stadium or college campus
- Connect security cameras and other A/V surveillance equipment in a video wall

### System Requirements

- Device that meets IEEE 802.3af / IEEE 802.3at standards

### Package Includes

- NPOE-EXT-1G30WP Gigabit Ethernet PoE/PoE+ Extender - IEEE 802.3at/af, 30W, 1 Port
- (2) Water-resistant covers
- Owner's manual

**Designed for Installation Almost Anywhere**

Mounting holes are featured for installing the extender on a shelf, desktop, wall or any other smooth surface with user-supplied hardware. The silver aluminum housing fits in the palm of your hand, so it is small enough to hide away without interfering with your workflow or décor. The fanless design is ideal for silent operation.

## Specifications

OVERVIEW	
UPC Code	037332236135
Product Type	Extender
Technology	Cat5/5e; Cat6; Cat6a
POWER	
Power Consumption (Watts)	30.00
PHYSICAL	
Primary Form Factor	Desktop; Wall-mount
Color	Silver
Shipping Dimensions (hwd / in.)	1.77 x 6.10 x 3.15
Unit Dimensions (hwd / in.)	5.700 x 2.400 x 1.600
ENVIRONMENTAL	
Operating Temperature Range	14° to 113°F (-10° to 45°C)
Storage Temperature Range	-4° to 158°F (-20° to 70°C)
Operating Humidity Range	0% to 90% RH, Non-Condensing
Storage Humidity Range	0% to 95% RH, Non-Condensing
COMMUNICATIONS	
Network Compatibility	1 Gbps (Gigabit)
IEEE Standards Supported	802.3; 802.3ab; 802.3af; 802.3at; 802.3u; 802.3x
CONNECTIONS	
Side A - Connector 1	RJ45 (FEMALE)
Side B - Connector 1	RJ45 (FEMALE)
Network Switch Ports	10/100/1000 (RJ45)
STANDARDS & COMPLIANCE	
Product Compliance	RoHS; CE (Europe); REACH; FCC (USA)

**WARRANTY & SUPPORT**

Product Warranty Period  
(Worldwide)

3-year limited warranty



1211 FEE DR  
SACRAMENTO CA 95815-3910  
Phone: 916-561-1944

Sold to: VANDEN BOS/COMM.  
Ship to: VANDEN/SCUSD Camelia Telecenter  
502 Giuseppe Court Suite 4  
ROSEVILLE CA 95678  
Attn: ANDY GREEN  
Email: eric.petersen@graybar.com

Date: 12/21/2023  
**Project Name: SCUSD CAMELLIA 23-308**  
**Graybar Order: 384218174**  
Purchase Order Nbr: 23-308  
Release Nbr:  
Additional Ref#:  
Ref Quote Nbr: 245046731  
Graybar Contact: Victoria Plumlee  
Email: victoria.plumlee@graybar.com

### Order Acknowledgement

Thank you for Selecting Graybar, We Appreciate Your Business

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		4 EA	VERACITY USA, INC.	VOR-ORM		145.62	1	582.48
***Item Note:*** OUTREACH Max POE-powered POE extender (100m/unit)								
Ship From: Drop Ship-Factory								

FOB: S/P - F/A

Est Delivery Date: 01/05/2024

Item Total (Frt not included): 582.48

Subject to the standard terms and conditions set forth in this document.

Sold to: VANDEN BOS/COMM.  
 Ship to: VANDEN/SCUSD Camelia Telecenter  
 502 Giuseppe Court Suite 4  
 ROSEVILLE CA 95678  
 Attn: ANDY GREEN

Date: 12/21/2023  
**Project Name: SCUSD CAMELLIA 23-308**  
**Graybar Order: 384218174**  
 Purchase Order Nbr: 23-308  
 Release Nbr:  
 Additional Ref#:  
 Ref Quote Nbr: 245046731

## Order Acknowledgement

Thank you for Selecting Graybar, We Appreciate Your Business

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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GRAYBAR ELECTRIC COMPANY, INC.  
 TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4. PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5. REELS - When Graybar ships returnables, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11. SOFTWARE AND FIRMWARE - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Subject to the standard terms and conditions set forth in this document.

← Cart

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## Order Summary

Items: 5  
Subtotal: \$403.09

Final price, taxes, and other fees calculated on the checkout page

---

**EATON B-LINE**  
**N3 SC ENCLOSURE 12X12X4**  
Item #: 0082181 Cat #: 12124 WPSC UPC: 782051351309

Qty: **\$295.99**  
1 \$295.99 EA

Company Wide



0 Company wide

←	1	+
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**ARLINGTON**  
**Chase Nipple, 2", Zinc Die Cast**  
Item #: 0152587 Cat #: 506 UPC: 018997005069

Qty: **\$10.64**  
1 \$10.64 EA

Company Wide



211 Company wide

←	1	+
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MULTIPLE

**Locknut, 2", Zinc Plated Steel**

Item #: 0065918 Cat #: 2LN UPC: 781002123064

Qty: **\$2.34**

2 \$1.17 EA

Company Wide

13,067 Company wide

-	2	+
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MULTIPLE

**Plastic Insulating Bushing, Threaded, 2"**

Item #: 0065921 Cat #: 2PIBU UPC: 050169014080

Qty: **\$4.12**

1 \$4.12 EA

Company Wide

12,978 Company wide

-	1	+
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PANDUIT

**RJ45 Plug, CAT 6A**

Item #: 0779987 Cat #: FP6X88MTG-X UPC: 613056308510

Qty: **\$90.00**

4 \$22.50 EA

Company Wide

10 Company wide

-	4	+
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*Janea Marking, Chief Business and Operations Officer*  
*Chris Ralston, Assistant Superintendent of Facilities*

**AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and HMC Architects ("Architect ") (collectively the "Parties"):

**Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on May 2, 2024.**

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 September 5, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from May 2024 to December 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after September 5, 2024, on a flat fee basis up to a maximum of \$1,448,000.00, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

Fee reconciliation to adjust current construction costs

**Description of funding changes to contract:**

Original contract amount .....	\$840,000.00
Previous change orders through change order #- .....	\$0.00
Contract amount prior to this change order .....	\$840,000.00
Amount of this change order.....	\$608,000.00

**NEW CONTRACT AMOUNT.....\$1,448,000.00**

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect 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 Architect 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 Architect 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: September 5, 2024

**Sacramento City Unified School  
District**

**HMC Architects**



7/30/24

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Janea Marking  
Chief Business and Operations Officer

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Vipul Safi  
Principal-in-Charge



### Contract Reconciliation Change Order

Date: July 23, 2024

Project Name: Isador Cohen ES / Rosemont HS Security Improvements Group 1  
 Project No: 0146-465  
 DSA File No: 34-53  
 DSA Application No: 02-121659 / 02-121660

The following parties agree to the terms of this Change Order:

**Owner: Sacramento City USD**  
 5735 47th Ave.  
 Sacramento, CA 95824

**Contractor: Joe's Landscaping & Concrete**  
 802 Inyo Ave  
 Newman, CA 95360

**Construction Manager: Kitchell**  
 2450 Venture Oaks Way, Suite 500  
 Sacramento. CA 95833

Reference	Description	Cost	Days Ext.
	Amount of Previously Approved AED(s) Within Allowance(s)/Contingency and Approved by CBO via e-Builder	\$ 6,766.69	0
Requested by: Performed by: Reason:	Project Close-out of Unused Isador Cohen Owner Allowance District JLC Reconciliation of contract	\$ (68,233.31)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Rosemont Owner Allowance District JLC Reconciliation of contract	\$ (25,000.00)	0
Contract time will be adjusted as follows:	Original Contract Amount with Allowances:	<b>\$1,082,680.00</b>	
Previous Completion Date: 11/27/2023	Amount of Previously Approved AED(s)/PCO(s):	\$	<b>6,766.69</b>
ZERO 0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$	<b>(93,233.31)</b>
Current Completion Date: <b>11/27/2023</b>	Revised Contract Amount After this change order:	<b>\$989,446.69</b>	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures**

District: Sacramento City USD

Contractor: Joe's Landscaping & Concrete

~~Chris Ralston, Assistant Superintendent~~ Date

Jose Garcia 7.24.24  
Joe Garcia, Project Manager Date

Janea Marking, Chief Business & Operations Officer

Construction Manager: Kitchell

Anthony Lea, Project Manager Date

Ryan Wade 7/23/2024  
Ryan Wade, Project Manager Date



## Contract Reconciliation Change Order

Date: July 23, 2024

Project Name: C.K. McClatchy HS/ Fern Bacon MS/ Matsuyama ES/ Parkway ES/ Rosa Parks K-8 / Sutterville ES Security Improvements Group 2

Project No: 0510-465

DSA File No: 34-53

DSA Application No: 02-121663 / 02-121662 / 02-121658 / 02-121661 / 02-121664 / 02-121657

The following parties agree to the terms of this Change Order:

**Owner: Sacramento City USD**

5735 47th Ave.

Sacramento, CA 95824

**Contractor: Joe's Landscaping & Concrete**

802 Inyo Ave

Newman, CA 95360

**Construction Manager: Kitchell**

2450 Venture Oaks Way, Suite 500

Sacramento. CA 95833

Reference	Description	Cost	Days Ext.
	Amount of Previously Approved AED(s) Within Allowance(s)/Contingency and Approved by CBO via e-Builder	\$ 51,718.54	0
Requested by: Performed by: Reason:	Project Close-out of Unused McClatchy Owner Allowance District JLC Reconciliation of contract	\$ (25,000.00)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Fern Bacon Owner Allowance District JLC Reconciliation of contract	\$ (20,012.38)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Matsuyama Owner Allowance District JLC Reconciliation of contract	\$ (22,060.23)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Parkway Owner Allowance District JLC Reconciliation of contract	\$ (13,803.14)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Rosa Parks Owner Allowance District JLC Reconciliation of contract	\$ (669.91)	0
Requested by: Performed by: Reason:	Project Close-out of Unused Sutterville Owner Allowance District JLC Reconciliation of contract	\$ (16,735.80)	0



Contract time will be adjusted as follows:	Original Contract Amount with Allowances:	<b>\$2,800,574.00</b>
Previous Completion Date: 11/27/2023	Amount of Previously Approved AED(s)/PCO(s):	<b>\$ 51,718.54</b>
ZERO 0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	<b>\$ (98,281.46)</b>
Current Completion Date: <b>11/27/2023</b>	Revised Contract Amount After this change order:	<b>\$2,702,292.54</b>

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures**

District: Sacramento City USD

~~Chris Raiston, Assistant Superintendent~~ Date

**Janea Marking, Chief Business & Operations Officer**

Anthony Lea, Project Manager Date

Contractor: Joe's Landscaping & Concrete

*Jose Garcia* 7.24.2024  
 \_\_\_\_\_ Date  
 Joe Garcia Project Manager

Construction Manager: Kitchell

*Ryan Wade* 7/23/2024  
 \_\_\_\_\_ Date  
 Ryan Wade, Project Manager