



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: August 8, 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. Approval of Declared Surplus Materials and Equipment
3. Recommended Bid Awards – Purchasing
4. Change Notices – Facilities Projects
5. Notices of Completion – 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

Contractor

New Grant

Amount

<u>STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT</u>		
Kaiser Permanente A24-00130	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$50,000 No Match
Period: 7/1/24 – 6/30/25 Description: Sacramento City USDs Student Support and Health Services (SSHS) Staff Wellness Project 2.0 will directly serve the SSHS staff by providing them with tools to enhance wellness so that they can more effectively serve the district's students, staff and families. Activities will include partnering with the Alliance for a Healthier Generation to continue developing practices and policies that improve social and emotional health; Healing Centered Engagement trainings; and DE&I strategic planning to build cohesion within the expanding department.		

<u>NUTRITION SERVICES DEPARTMENT</u>		
California Department of Education A24-00135	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$150,000 No Match
Period: 7/1/24 – 2/1/25 Description: School Breakfast Program and Summer Meal Programs Start-up and Expansion Grant.		

<u>HUMAN RESOURCES DEPARTMENT</u>		
University of Massachusetts A24-00134	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 8/1/24 – 8/1/29 Description: University of Massachusetts Global include Single Subject, Multiple Subjects, Special Education, School Psychology and School Counseling.		

<u>HUMAN RESOURCES DEPARTMENT</u>		
University of Massachusetts A24-00133	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 8/1/24 – 8/1/29 Description: University of Massachusetts Global include Teacher Education, School Psychology and School Counseling.		

<u>HUMAN RESOURCES DEPARTMENT</u>		
University of Massachusetts A24-00142	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 8/1/24 – 8/1/29 Description: University of Massachusetts Global include Single Subject, Multiple Subjects, Special Education, School Psychology and School Counseling.		

<u>YOUTH DEVELOPMENT DEPARTMENT</u>		
California Department of Education A23-00066-R1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$655,000 No Match
Period: 7/1/23 – 9/30/24 Description: Elementary and Secondary School Emergency Relief (ESSER) III Summer R-1 Renewal Grant Program American Rescue Plan.		

<u>CHILD DEVELOPMENT DEPARTMENT</u>		
California Department of Education A24-00143	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,225,971 No Match
Period: 7/1/24 – 6/30/25 Description: Child Development Programs for Fiscal Year 2024-2025, Reference Number CCTR-4235.		

<u>CAREER AND TECHNICAL DEPARTMENT</u>		
California Department of Education A24-00147	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$529,284 No Match
Period: 7/1/24 – 6/30/25 Description: Strengthening Career and Technical Education for the 21 st Century Act.		

<u>CURRICULUM AND INSTRUCTION</u>		
California Department of Education A24-00148	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$325,301 No Match
Period: 6/1/24 – 6/30/26 Description: 2023-24 California Serves Grant Program.		

<u>HIRAM JOHNSON HIGH SCHOOL</u>		
SCOE A24-00149	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 No Match
Period: 7/1/24 – 6/30/25 Description: Delivering professional learning for the Ethnic Studies Community of Practice.		

<u>NUTRITION SERVICES DEPARTMENT</u>		
Los Rios Community College District A23-00083 Amend No. 1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 8/1/24 – 8/1/25 Description: Annual Renewal to use Nutrition Services to students for the Culinary Arts program.		

<u>STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT</u>		
SCOE A23-00113	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/23 – 6/30/27 Description: MOU between County of SAC Dept of Health Services, SCOE and SCUSD for placement and integration of mental health clinicians at District schools approved as satellite sites of SCDHS by the federal health Resources and Services Administration (HRSA).		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
<p>Susan B. Anthony E.S. A.M. Winn E.S. Nicholas E.S. School of Engineering & Science Rosa Parks K-8 Washington E.S. John F. Kennedy H.S. C.K. McClatchy H.S. Suy:u E.S. Facilities Support Services</p>	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p>
ITEMS	
<p>(731 ea.) Chromebooks (105 ea.) Laptops (4 ea.) Desktops (24 ea.) Printers (26 ea.) Projectors (19 ea.) Monitors (24 ea.) Misc. (1 ea.) 40' Storage Container</p>	<p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
TOTAL VALUE	
<p>\$0.00 / \$50.00 (40' Storage Container)</p>	
DISPOSAL METHOD	
<p>e-Waste / Auction (40' Storage Container)</p>	

RECOMMENDED BID AWARDS – PURCHASING

Bid No. #24-25742 Athletic Trainer Services

Bids Received: May 24, 2024; 2:00 p.m.

Recommendation: Award to FLEX Performance, LLC

Amount/Funding: \$486,000 / General Funds

BIDDER	BIDDER LOCATION	AMOUNT
FLEX Performance, LLC	Rancho Cordova, CA.	\$486,000
ATvantage, LLC	Goodyear, Arizona	Non-Responsive

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Nicholas Elementary School New Construction

Recommendation: HMC Architects was awarded architectural services at the June 23, 2022 Board of Education Meeting; Measure H Funds. Project consists of a new school campus.

Original Contract Amount: \$2,460,000; Measure H Funds

Amendment No. 1 was approved \$946,848; Measure H Funds. Construction budget was increased by programming decisions after stakeholder engagement, which increased square footage, additional site amenities and an interim housing plan.

New Contract Amount: \$3,406,848

Approve Amendment No. 2 \$45,000 for Fee adjustment based on furniture scope to assist District in bidding the procurement of new furniture; Measure H Funds.

New Contract Amount: \$3,451,848; Measure H Funds

Project: Oak Ridge Elementary School New Construction

Recommendation: Nacht and Lewis Architects was awarded architectural services at the June 23, 2022 Board of Education Meeting; Measure H Funds. Project consists of a new school campus.

Original Contract Amount: \$2,102,500; Measure H Funds

Amendment No. 1 was approved at the June 8, 2023 Board of Education Meeting for \$1,240,386; Measure H Funds. Construction budget was increased by construction budget.

New Contract Amount: \$3,342,886

Approve Amendment No. 2 \$111,525 for Storage and Track and Addition Services and Furniture Design services at the request of the District to assist District in bidding the procurement of new furniture; Measure H Funds.

New Contract Amount: \$3,454,411; Measure H Funds

Project: Cesar Chavez / Edward Kemble Elementary School New Construction

Recommendation: Lionakis Architects was awarded architectural services at the June 23, 2022 Board of Education Meeting; Measure H Funds. Project consists of a new school campus.

Original Contract Amount: \$3,910,000; Measure H Funds

Amendment No. 1 was approved at the June 8, 2023 Board of Education Meeting for \$420,000; Measure H Funds. Construction budget was increased by construction budget.

New Contract Amount: \$4,330,000; Measure H Funds

Approve Amendment No. 2 \$45,000 for Furniture Design services at the request of the District to assist District in bidding the procurement of new furniture; Measure H Funds.

New Contract Amount: \$4,375,000; Measure H Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
AM Stephens Construction	Hiram Johnson HS Baseball Field (2023)	4/19/24
Joe’s Landscaping & Concrete	Matsuyama ES Security Improvements	5/1/24
Joe’s Landscaping & Concrete	Parkway ES Security Improvements	5/13/24
Joe’s Landscaping & Concrete	Fern Bacon MS Security Improvements	5/1/24
Joe’s Landscaping & Concrete	C.K. McClatchy HS Security Improvements	5/1/24
Joe’s Landscaping & Concrete	Rosa Parks K-8 Security Improvements	5/1/24
Joe’s Landscaping & Concrete	Sutterville ES Security Improvements	5/1/24
KS Telecom Inc.	Bret Harte Telecenter	6/18/24
Bockmon & Woody Electric	Leonardo da Vinci Telecenter	6/10/24



UNCONDITIONAL GRANT AGREEMENT

Kaiser Foundation Hospitals (Grantor) makes this grant to **Sacramento City Unified School District** (Grantee) for the purpose and with the terms outlined below.

The following terms listed below, and all exhibits, appendices, and other attachments hereto form "the Agreement."

Grant Title:	Student Support & Health Services (SSHS) Staff Wellness Project 2.0
Grant Number:	165875
Grant Purpose:	Sacramento City Unified School District's Student Support & Health Services (SSHS) Staff Wellness Project 2.0 will directly serve the SSHS staff by providing them with tools to enhance wellness so that they can more effectively serve the district's students, staff and families. Activities will include partnering with the Alliance for a Healthier Generation to continue developing practices and policies that improve social and emotional health; Healing Centered Engagement trainings; and DE&I strategic planning to build cohesion within the expanding department.
Grant Objectives:	Grantee agrees to make reasonable progress towards achieving the objective(s) as stated in the grant application. Reasonable progress will be determined in exercise of Grantor's sole discretion
Grant Period:	Start Date: 7/1/2024 End Date: 6/30/2025 Term: 12 months
Grant Amount:	\$50,000.00
Project Contact Person:	Jacqueline Garner, Executive Director, Student Support & Health Services jacqueline-garner@scusd.edu 916-643-9141
Grantee Mailing Address:	5735 47th Ave. Sacramento, California 95824
Kaiser Permanente Grant Lead:	Brian Heller de Leon brian.c.heller-de-leon@kp.org
Special Conditions	This is an unconditional Grant subject to the terms below.
Payment Schedule	Payment dates are approximate. Initial payment is based on execution of the grant agreement; any subsequent payment dates are estimated. If multiple payments are indicated, the payments will be dispersed after receipt and review of the corresponding reports.



	Payment Amount: \$50,000.00	Due upon execution of the grant agreement
Reporting Schedule	Final Narrative and Expenditure Report Due: 7/31/2025	

I. GRANT TERMS

A. Use of Grant Funds. Grantee will use the grant funds for the intended purpose. Grant funds may not be expended, loaned, pledged, or transferred for reasons other than carrying out the Project without Grantor's prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable, for any political or impermissible lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.

B. Grant Expenditures. Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget submitted in your grant application. Grantee will seek prior written approval from Grantor for any budget re-allocations exceeding 10% of the total grant amount.

Reporting Guidelines. The results of the grant are important and will help shape the future of Kaiser Permanente's grantmaking. The Grantee is responsible for submitting required reporting using Kaiser Permanente's online grants management system and if applicable Kaiser Permanente's identified collection tool for data metrics, in accordance with the reporting schedule above. An email notification will be sent to the submitter identified on the grant application 30 days prior to the report due date. To ensure the submitter's contact information is up to date, please notify the Kaiser Permanente Grant Lead with any changes. Any questions or concerns regarding specific reporting requirements should be discussed and resolved in consultation with the Kaiser Permanente Grant Lead. Please note, if the grant requires working with an external evaluator or if the grantee is requested to participate in interviews or focus groups, the grantee will be notified of their requested participation in any evaluation activities in advance of the activity. If multiple payments are indicated, the payments will be dispersed upon receipt and approval of the corresponding reports.

C. Public Access. If requested, Grantee will provide Grantor copies of any results, reports, publications, data, and other materials created or developed through the Project, unless such information is proprietary or contains information deemed sensitive by the Grantee. If any third-party reports, articles, or other publications regarding the Project funded by this grant are available to the public, Grantee will assist Grantor in obtaining copies if needed.



- D. Non-discrimination.** Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, based on race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.
- E. Nonprofit Status.** Grantee affirms that it is currently in good standing, and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state, or federal government agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee will notify Grantor immediately of any changes in its tax status during the grant term.
- F. Change in Grantee Operations.** Grantee will advise Grantor within thirty (30) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status. In the event of any of these occurrences the agreement will be terminated:
1. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement.
 2. Grantee's inability to expend grant funds in accordance with the terms of the grant Agreement, or;
 3. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.
 4. Any changes to Grantee's financial status that adversely affects the operation of the Project or Grantee.
- G. Conflict of Interest.** Grantee shall, in connection with the grant application submission, have disclosed to Grantor a comprehensive list of Grantee's Directors, Officers, and individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee will disclose any changes to the list of Directors, Officers, or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with policy.
- H. Future Funding.** Grantee acknowledges that Grantor and its representatives have made no actual or implied promise of future funding except for the amounts specified by this Agreement.

II. PUBLICITY/PROMOTION

- A. Grantee Communications with Media/Use of Logo.** Grantor requires review and comment on all press releases that are directly related to the grant, as applicable.



Grantor requests prior approval before the use of its logo in any communications. If Grantee plans to issue a press release related to this Grant, Grantee will contact Grantor at least 15 days before the desired announcement date. Grantor must be addressed as "Kaiser Permanente" in all communications. Grantor acknowledges that Grantee, if a 501(c)(3) organization is subject to certain limitations regarding public acknowledgment and agrees that any such decisions regarding visibility and donor recognition will be subject to any such limitations.

- B. Communications with Media and Published Materials.** Grantor may periodically publicize Project progress and/or results through public communications (including press releases), reports, websites, and other materials. Grantee agrees that Grantor may use the logo of the organization in such publications.

III. GRANT TERMINATION: RIGHT TO MODIFY

- A.** Grantor or the Grantee may terminate this grant for convenience upon 30 days' written notice to either Party and may terminate this grant immediately for the reasons specified in this Agreement or in willful misconduct or negligence.

IV. INDEMNIFICATION

- A.** To the extent consistent with applicable law, each Party agrees to defend, indemnify, and hold the other Party and its officers, employees, directors, owners, and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying Party, its officers, employees, directors, owners, or authorized agents.

V. COMPLIANCE

- A.** Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee's development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. To the extent any of the foregoing federal



statutes become applicable to Grantee, Kaiser Permanente will advise Grantee. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

VI. MISCELLANEOUS

- A.** In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing Party shall recover all costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each such action, suit, or proceeding, including all appeals or petitions therefrom. Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire Agreement of the Parties with respect to the subject matter herein, and supersedes all other agreements, promises, negotiations, or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each Party. Regarding administration of this grant, the parties understand and agree that each is always acting and performing as an independent contractor. Except as expressly set forth in this Agreement, neither Party, nor any of its employees, shall be construed to be the agent, employee, or representative of the other for any purpose, or liable for any acts or omissions of the other.



SIGNATURE PAGE, Grant #165875

1. Grantee Signature. By signing this Agreement, the Grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the Grantee thereto, and that the Grantee hereby accepts and agrees to perform all the terms of this Agreement.

Grantee Organization Signatory

Name: Lisa Allen

Title: Superintendent

Organization: Sacramento City Unified School District

Signature: DocuSigned by:

2DA745FB73CF426...

Date Signed: 6/14/2024

2. Kaiser Permanente Signature. By signing this Agreement, KP signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind KP thereto, and that KP hereby accepts and agrees to perform all the terms of this Agreement.

Kaiser Foundation Hospital/Health Plan Signatory

Name: Jean Nudelman

Title: Sr Director, Community Health, Northern California Region

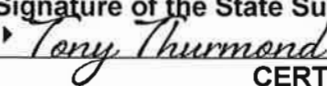
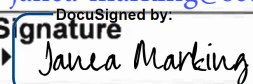
Organization: Kaiser Foundation Hospitals

Signature: 

Date Signed: 6/11/2024

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

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, District Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
				24	23668	67439	00		
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY		
Program Office				Resource Code	Revenue Object Code		34		
Telephone 916-395-5600				5380	8520		INDEX		
Name of Grant Program School Breakfast Program and Summer Meal Programs Start-up and Expansion Grant							0190		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date		
	\$150,000.00		\$150,000.00			7-1-24	2-1-25		
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency			
<p>I am pleased to inform you that you have been funded for the School Breakfast Program and Summer Meal Programs Start-up and Expansion Grant.</p> <p>To formally accept this award, please use the secure electronic signature process provided in this award email (via Adobe Sign) within 20 business days. As the authorized child nutrition program representative, you are set up as the authorized signer in Adobe Sign. Upon completion, all parties will receive a final PDF copy by email.</p> <p>Mailed documents will not be processed. You are voluntarily agreeing to complete this form/transaction electronically. If you do not wish to do so, please contact the Specialist below immediately.</p>									
California Department of Education Contact Gina Stahlecker					Job Title School Nutrition Programs Specialist				
E-mail Address breakfastgrant@cde.ca.gov					Telephone 916-445-1640				
Signature of the State Superintendent of Public Instruction or Designee 					Date May 17, 2024				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS									
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.</i></p>									
Printed Name of Authorized Agent Janea Marking					Title Chief Business and Operations Officer				
E-mail Address janea-marking@scusd.edu					Telephone (916) 643-9055				
Signature 					Date 06/25/2024				

CDE Grant Number: 24-23668-67439-00

May 17, 2024

Page 2

Grant Award Notification (Continued)

Congratulations on your success in competing for these grant funds. We applaud your commitment to providing nutritious meals to California's children. This grant is authorized by California *Education Code* Section 49550.3 and funded by the annual California State Budget. This grant funding assists schools in implementing or increasing participation in the School Breakfast Program (SBP) and Summer Meal Programs (SMP). **This Grant Award Notification (GAN) must be signed and submitted to the California Department of Education (CDE) Nutrition Services Division before any grant funds can be disbursed to your district or agency. Please keep a copy for your records.**

Upon receipt of a signed copy of this GAN (and local school board approval if necessary), the CDE will disburse to each grantee 90 percent of the approved amount.

GRANTEES AGREE TO:

- Be an approved SBP or SMP sponsor(s) prior to receiving grant funding.
- Expend funds for the approved program activities in accordance with the grant award, the grant application, and all applicable regulatory requirements regarding the administration and expenditure of these funds.
- Submit a progress report by November 1, 2024. If your district or agency does not submit a progress report and document any approved procurement activity, your total award may be rescinded. Incomplete or missing progress reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.
- Submit copies of receipts or invoices supporting expenditures made under this grant to the CDE Nutrition Services Division. All expenditures must take place within the grant timeframe as described by the award starting date and ending date on Page One of the GAN.
- Expend all grant funds at approved site(s) and submit final expenditures by the award ending date. The approved site(s) are limited to: **Ethel I Baker Elementary, Hiram Johnson High, Father Keith B Kenny Elementary, Leataata Floyd Elementary, Luther Burbank High, Elder Creek Elementary, Woodbine Elementary, Parkway Elementary, Mark Twain Elementary, Will C Wood Middle**. Approved equipment will be provided on the CDE approved Budget Sheet.

The CDE reserves the right to deny expenditures that are not allowable under this grant even if the expenditures were initially approved.



SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised internship programs in which your District will be participating with University of Massachusetts Global.

SINGLE SUBJECT	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
MULTIPLE SUBJECTS	<input checked="" type="checkbox"/>	SCHOOL COUNSELING	<input checked="" type="checkbox"/>
SPECIAL EDUCATION	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Sacramento City Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork. For intern teachers, this includes the minimum number of preservice hours required by the CTC for issuance of the Intern Credential.
- B. Each Intern shall apply for the Internship Credential through the Teacher Accreditation Department at University of Massachusetts Global, upon verification of employment from the School District.
- C. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- D. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of University of Massachusetts Global while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Tiffany Smith-Simmons
Phone: 916-643-7474

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
65 Enterprise, Suite 150
Aliso Viejo, CA 92656
Attn: School of Education, Dean
Email: soecontracts@umassglobal.edu

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the

parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/01/2024 and shall continue in full force and effect through 08/01/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:

DocuSigned by:
Janea Marking
D2972921888C416...

Name:

Janea Marking

Title:

Janea Marking, Chief Business and Operations Officer

Date:

06/28/2024

UNIVERSITY:

Signature:

DocuSigned by:
David Andrews
5FE6DE3770704C0...

Name:

Dr. David Andrews

Title:

Chancellor & CEO

Date:

6/15/2024

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

Intern Teachers:

- A. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
- B. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at University of Massachusetts Global.
- C. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.
- D. Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Intern Teachers

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - 1. valid corresponding Clear or Life credential in a subject area comparable to that of the intern's subject area,
 - 2. three years successful teaching experience, and
 - 3. the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is 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 to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training. Experienced mentors may be eligible to waive up to 8 hours of this training based on prior experience and professional development.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.
- xi. University may request use of video capture for candidate supervision, reflection, and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities

after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher 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. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a

professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
- f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Personal and career assessments
- b. Personal counseling experience in either an individual or group context
- c. Experience in School-based programs serving parents and family members
- d. Observing classroom instruction
- e. Attending district and school-based meetings
- f. Mapping school-based community resources
- g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
- h. Participating in professional development activities.
- i. Participating in individual or group supervision.
- j. Learning about and using technology and information systems.
- k. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship,

and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

- A. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
- B. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
- C. Provide experiences with a diverse student population.
- D. Provide experiences with a variety of educational programs.
- E. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.²
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.³
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as(a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.
- F. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.

- f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- A. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
 - B. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
 - C. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
 - D. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
 - E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
 - F. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



TRADITIONAL CLINICAL PRACTICE AGREEMENT

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>
EARLY CHILDHOOD EDUCATION			<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Sacramento City Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of certificate of clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability

insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Tiffany Smith-Simmons
Phone: 916-643-7474

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
65 Enterprise, Suite 150
Aliso Viejo, CA 92656
Attn: School of Education, Dean
Email: soecontracts@umassglobal.edu


- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

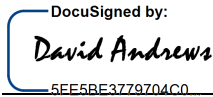
IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/01/2024 and shall continue in full force and effect through 08/01/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with

or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: 
Name: Janea Marking
Title: Janea Marking, Chief Business and Operations Officer
Date: 06/28/2024

UNIVERSITY: Signature: 
Name: Dr. David Andrews
Title: Chancellor & CEO
Date: 6/15/2024

Appendix A
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Cooperating Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the COOPERATING TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Payment for Supervisors at Fieldwork Site for Early Childhood Education
Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ for the supervising professional stipend per eight (8) week session of observation. Requires a total of 60 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

Appendix B **Specific Supervision Requirements for Each Program**

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through University of Massachusetts Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
- f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Personal and career assessments
- b. Personal counseling experience in either an individual or group context
- c. Experience in School-based programs serving parents and family members
- d. Observing classroom instruction
- e. Attending district and school-based meetings
- f. Mapping school-based community resources
- g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
- h. Participating in professional development activities.
- i. Participating in individual or group supervision.
- j. Learning about and using technology and information systems.
- k. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to

attend professional development experiences or professional association meetings.

Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

1. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
 2. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).
-
- J. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
 - K. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
 - L. Provide experiences with a diverse student population.
 - M. Provide experiences with a variety of educational programs.
 - N. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

- O. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
- P. Learning about Individual differences and student diversity.
- Q. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- R. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- S. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- T. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- U. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- V. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at

least one written evaluation of the student's performance near the end of each university session.

- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
 - a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
 - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
 - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
 - a. support the candidate's ability to complete the CalAPA;
 - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
 - d. create a learning culture that supports all students;
 - e. understand and reflect socioeconomic and cultural diversity;
 - f. support the candidate to access data, work with other educators, and observe teaching practice; and
 - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.

Early Childhood Education Fieldwork:

- A. During the initial meeting with the school site employed supervisor, the candidate and the University Supervisor will collaborate to complete the Orientation Checklist and Fieldwork Plan. The Orientation Checklist will review fieldwork requirements and expectations. The Plan addresses the dates and times when the candidate will visit the practicum classroom, the candidate's goals for practicum, and the plan for increased responsibility.
- B. A minimum number of 60 hours of fieldwork is required for this course. At each visit, the candidate will spend no fewer than three (3) hours in the classroom. To document the hours spent engaged in fieldwork, the candidate must use a Fieldwork Log. The Fieldwork Log documents the dates and times spent engaged in specific activities. The school site employed supervisor will initial and sign the log to verify the candidate is in the classroom.
- C. Candidates must teach and reflect upon a minimum of three (3) lessons that will be observed by the University Supervisor. The exact number of lessons a candidate teaches is left to the school site employed supervisor's discretion. The practicum is based on gradual release of responsibility and needs to be individualized for each candidate while meeting course requirements. The candidate will plan foundations-based lessons that are developmentally, culturally and linguistically appropriate. Candidates are required to submit these plans to the school site employed supervisor prior to implementation.
- D. University may request use of video capture (GoReact) for candidate reflection.
- E. The candidate will adhere to the following professional standards:
 - a. Except in cases of serious illness and approved excused absence the candidate will attend as per the schedule established at the initial meeting with the Supervising Professional.
 - b. The candidate will personally contact the Supervising Professional and the University Supervisor in advance to obtain permission for absences.
 - c. In cases of a one-day illness, the candidate must provide immediate notice to the site, Supervising Professional, and University Supervisor.

- d. The candidate will be punctual for all professional obligations including arrival at the site and other extra-curricular functions.
- e. The candidate will always dress professionally. This may include following any additional requirements set by the Supervising Professional or site.



SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised internship programs in which your District will be participating with University of Massachusetts Global.

SINGLE SUBJECT	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
MULTIPLE SUBJECTS	<input checked="" type="checkbox"/>	SCHOOL COUNSELING	<input checked="" type="checkbox"/>
SPECIAL EDUCATION	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Sacramento City Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork. For intern teachers, this includes the minimum number of preservice hours required by the CTC for issuance of the Intern Credential.
- B. Each Intern shall apply for the Internship Credential through the Teacher Accreditation Department at University of Massachusetts Global, upon verification of employment from the School District.
- C. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- D. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of University of Massachusetts Global while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Tiffany Smith-Simmons
Phone: 916-643-7474

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
65 Enterprise, Suite 150
Aliso Viejo, CA 92656
Attn: School of Education, Dean
Email: soecontracts@umassglobal.edu

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the

parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/01/2024 and shall continue in full force and effect through 08/01/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:

DocuSigned by:
Janea Marking
D2972921888C416

Name:

Janea Marking

Title:

Janea Marking, Chief Business and Operations Officer

Date:

07/18/2024

UNIVERSITY:

Signature:

DocuSigned by:
David Andrews
5FE6DE3779704C0...

Name:

Dr. David Andrews

Title:

Chancellor & CEO

Date:

6/15/2024

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

Intern Teachers:

- A. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
- B. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at University of Massachusetts Global.
- C. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.
- D. Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Intern Teachers

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

iii. The DISTRICT shall select mentor teachers who meet the following qualifications:

- 1. valid corresponding Clear or Life credential in a subject area comparable to that of the intern's subject area,
- 2. three years successful teaching experience, and
- 3. the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is 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 to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training. Experienced mentors may be eligible to waive up to 8 hours of this training based on prior experience and professional development.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.
- xi. University may request use of video capture for candidate supervision, reflection, and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities

after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher 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. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a

professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
- f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Personal and career assessments
- b. Personal counseling experience in either an individual or group context
- c. Experience in School-based programs serving parents and family members
- d. Observing classroom instruction
- e. Attending district and school-based meetings
- f. Mapping school-based community resources
- g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
- h. Participating in professional development activities.
- i. Participating in individual or group supervision.
- j. Learning about and using technology and information systems.
- k. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship,

and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

- A. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
- B. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
- C. Provide experiences with a diverse student population.
- D. Provide experiences with a variety of educational programs.
- E. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.²
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.³
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as(a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.
- F. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.

- f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
-
- A. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
 - B. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
 - C. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
 - D. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
 - E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
 - F. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

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

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			24	15752	6743	RR
Attention Expanded Learning Programs Coordinator			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Expanded Learning Office			Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000			3225	8290	INDEX	
Name of Grant Program Elementary and Secondary School Emergency Relief (ESSER) III Summer R-1 Renewal Grant Program					0150	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$655,000.00		\$655,000.00		07/01/23	09/30/24
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.425U	S425U210016-21A	American Rescue Plan—ESSER III			U.S. Dept. of Education	
I am pleased to inform you that you have been funded for the 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). 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: <p style="text-align: center;">Fred Sharp at Fsharp@cde.ca.gov</p>						
California Department of Education Contact				Job Title		
Fred Sharp				Associate Governmental Program Analyst		
E-mail Address				Telephone		
Fsharp@cde.ca.gov				916-319-0720		
Signature of the State Superintendent of Public Instruction or Designee				Date		
				June 28, 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. 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.						
Printed Name of Authorized Agent				Title		
Janea Marking				Chief Business & Operations Officer		
E-mail Address				Telephone		
janea-marking@scusd.edu				(916) 643-9055		
Signature				Date		
				07/18/2024		

CDE Grant Number: 34-15752-6743-RR

June 28, 2024

Page 2

The purpose of the ESSER III Summer Grant Program is to implement 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 Program attendance based on the total number 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 (the first half is for July 1–December 31 and the second half is for January 1–June 30) via the attendance reporting form.

Funding may be used to enhance existing programming without serving more students or to enhance programming and serve more 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 program enhancements budget.

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.



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2024

CONTRACT NUMBER: CCTR-4235

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 34-6743-00-4

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS (Program Requirements)*; the FUNDING TERMS AND CONDITIONS (FT&C)*, as approved by the State Agency referenced at: https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2024 through June 30, 2025. For satisfactory performance of the required services, Effective November 9, 2022, the service county reimbursement rate as provided in CCB NO. 22-32: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2022/CCB_22-32.pdf?ver=2022-11-10-135821-41 0 is applicable to the sites, as located in the service counties, approved by the Child Care Development Division and indicated in the Child Development Management Information System (CDMIS), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$1,225,971.00

During the term of this Agreement, the Agreement Rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 236

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this Agreement shall be incorporated by reference as of the date issued by State Agency without need for formal amendment.

https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources .

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,225,971 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,225,971	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	Child Development Programs			
	(OPTIONAL USE)			
	See Attached			
ITEM	CHAPTER	STATUTE	FISCAL YEAR	
See Attached				
OBJECT OF EXPENDITURE (CODE AND TITLE)				
702				

CONTRACTOR'S NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-4235

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 798,052	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)9990 25136-6743	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 798,052	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2024	FISCAL YEAR 2024-2025
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 24,719	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)9990 13257-6743			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 24,719	ITEM 30.10.020 5180-101-0001	CHAPTER B/A	STATUTE 2024	FISCAL YEAR 2024-2025
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6160 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 387,620	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)9990 13254-6743			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 387,620	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2024	FISCAL YEAR 2024-2025
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 14,429	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)9990 24568-6743	FC# 93.596	PC# 000000	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 14,429	ITEM 30.10.020 5180-101-0890	CHAPTER B/A	STATUTE 2024	FISCAL YEAR 2024-2025
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5160 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,151	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)9990 15540-6743			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,151	ITEM 30.10.020.001 5180-101-3350	CHAPTER B/A	STATUTE 2024	FISCAL YEAR 2024-2025
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590			

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

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER		
				FY	PCA	Vendor Number
Attention Lisa Allen				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Program Office Office of the Superintendent				Resource Code	Revenue Object	34
Telephone 916-643-9000				3550	8290	INDEX
Name of Grant Program Strengthening Career and Technical Education for the 21 st Century Act						0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$529,284		July 1, 2024	June 30, 2025
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.048	V048A240005	Strengthening Career and Technical Education for the 21 st Century Act			Department of Education	

I am pleased to inform you that you have been funded for the Strengthening Career and Technical Education for the 21st Century Act.

This award is made contingent upon the availability of funds and the approval of a **fully** completed application. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.

Please return an original, wet signature, executed Grant Award Notification (AO-400) within 10 days to:

Andrea Guenthart, Associate Governmental Program Analyst
 Program and Administrative Support Office
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

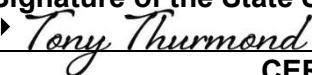

California Department of Education Contact Robert Wilson		Job Title Education Programs Consultant
E-mail Address rwilson@cde.ca.gov		Telephone 916-319-0675
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tony Thurmond</i>		Date June 25, 2024

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.

Printed Name of Authorized Agent Janea Marking		Title Chief Business and Operations Officer
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055
Signature ▶ <i>[Handwritten Signature]</i>		Date 07/12/2024

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				23	25669	67439	00
Attention Erin Hanson, Assistant Superintendent, Curriculum & Instruction				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Academic				Resource Code	Revenue Object Code	34	
Telephone 916-277-6266				7810	8590	INDEX	
Name of Grant Program California Serves Grant Program						0590	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total Amount	Amend. No.	Award Starting Date	Award Ending Date	
	\$325,301.00		\$325,301.00		06/01/24	06/30/26	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
I am pleased to inform you that you have been funded for the 2023–24 California Serves Grant Program. 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, this award will be amended accordingly. Please use the secure electronic signature process provided. You are voluntarily agreeing to complete this form electronically. Otherwise, a wet signature is required. If you choose this option, please return the original, signed Grant Award Notification (AO-400) to: <div style="text-align: center;"> Delaina Calvetti, Associate Governmental Program Analyst Professional Learning Support Division California Department of Education 1430 N Street, Suite 4309 Sacramento, CA 95814-5901 </div>							
California Department of Education Contact Sarah Smith				Job Title Education Programs Consultant			
E-mail Address ssmith@cde.ca.gov					Telephone 916-323-5818		
Signature of the State Superintendent of Public Instruction or Designee 					Date July 10, 2024		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Janea Marking				Title Chief Business and Operations Officer			
E-mail Address superintendent@scusd.edu					Telephone 9166439055		
Signature 					Date Jul 15, 2024		

Grant Award Notification (Continued)

Assembly Bill 181, Section 71 of the 2022–23 California State Budget established the California Serves Program for the purposes of promoting access to effective service learning for pupils in grade twelve who are enrolled at participating local educational agencies (LEAs), with the goal of expanding access for high school graduates in obtaining a State Seal of Civic Engagement (SSCE) through service learning.

The following conditions apply:

1. Upon receipt of the signed AO-400 form, 50 percent of the grant funds will be released to the grantee. **Please allow four to six weeks for the processing of payments.** The grantee shall submit biannual expenditure reports to the California Department of Education (CDE) for reimbursement of the remainder of the grant funds.
2. The grantee shall comply with all state reporting requirements listed in the Request for Applications. The grantee must provide biannual reporting to the CDE and provide annual summary reports consistent with the California Serves grant budget. Grantees will provide information and all reports according to the predetermined reporting schedule. Reports shall include, at a minimum: the number of participating pupils, schools, and LEAs, and the grant awards for each grantee; the demographics of pupils engaged in service learning as a result of this grant; the impact of the service performed by pupils and school staff as a result of the grant; and pupil outcomes in the academic, civic engagement, and other learning objectives measured by model uniform metrics to be identified as part of the California Serves program, including, but not limited to, obtaining the SSCE.
3. All funds must be expended or legally obligated by the dates outlined in the AO-400 and must not exceed the amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. All expenditures must be related to the activities in the CDE-approved proposal and budget. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration, use, and accounting of public school funds, including but not limited to the California *Education Code*.
4. A budget revision is required if expenditures for any budget category/object code line item exceed 10 percent of the approved budget or to request the carryover of unspent funds from the previous fiscal year. The budget revision must be approved by the CDE before expenditures are made.
5. All of the parties entering into this grant agree to be subject to the examination and audit of the State Auditor for a period of five years after final payment under the grant. Grantees agree to obtain a timely audit where required in accordance with applicable audit guidelines.
6. All subcontracts or subgrants pursuant to this grant shall be subject to examination and audit by the State Auditor for a period of five years after the final payment under the grant.
7. Grantees will work to build the capacity of LEAs through professional learning aligned to the Quality Professional Learning Standards.

8. Ownership of any copyrights, patents, or other proprietary interests that may result from grant activities shall be governed by applicable state regulations.
9. Grantees shall ensure that any new professional learning or course materials, including curriculum, developed as a result of this grant are available as open educational resources.
10. Grantees commit to reviewing the Family Educational Rights and Privacy Act (FERPA) in relation to the proposed project. Information on FERPA is available on the U.S. Department of Education FERPA web page at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.
11. The Project Director will gather educator and student release forms for videos, interviews (which may include focus groups), and observations, if applicable. The Project Director must gather agendas and minutes for meetings of the partnership, professional learning activities, and follow-up professional learning.

For further information concerning this letter or fiscal issues, please contact Sarah Smith, Education Programs Consultant, at SSmith@cde.ca.gov.

MEMORANDUM OF UNDERSTANDING

Agreement # HSS_05_24
2024-2025

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as “**SCOPE**,” and **Sacramento City Unified School District**, hereinafter referred to as “**School/District**.”

The purpose of this MOU is to detail the roles and responsibilities of **SCOPE** and the **School/District** in regard to delivering professional learning for the Ethnic Studies Community of Practice. Once signed by both parties, this MOU is in effect until June 30, 2025, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOPE.

A. SCOPE agrees to:

1. Provide a primary contact person for all work under this MOU.
MOU contact
Name: Becky Sullivan
Phone: (916) 228-2220
Email: bsullivan@scoe.net
2. SCOPE will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
3. Provide an evaluation of services.
4. Provide training materials. Any and all training material are the exclusive property of SCOPE. **School/District** and its agents must obtain written permission from SCOPE before it disseminates, markets, or otherwise uses the training materials.

B. School/District agrees to:

1. Provide a primary contact person for all work under this MOU.
Contact Name: Kenna Montoya
Contact Phone: (916) 395-5070 ext. 505045
Contact Email: kennamo@scusd.edu
2. Provide the following service: Professional learning on developing an Ethnic Studies course outline and implementing in a high school setting.
See Exhibit A, for schedule and details of services to be provided, which is attached hereto and incorporated by reference.
Location of the service
Location: Virtual
3. Invoice **SCOPE** within 30 days of execution of this MOU:
Name: Sacramento County Office of Education
Address: PO Box 269003

City, St, Zip: Sacramento, CA 95826

4. Provide SCOE with a copy of attendance sign-in sheet upon request.
5. Provide the audio-visual equipment and table supplies.
6. Provide requested materials for participants (e.g., Teacher's Edition).

C. Fiscal: SCOE agrees to pay Sacramento City USD \$500.00 within 60 days of invoicing.

D. General Provisions

1. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions 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.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
2. **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.
3. **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.
4. **Insurance.** All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
5. **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.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. 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.

Sacramento County Office of Education

Sacramento City Unified School District

MEMORANDUM OF UNDERSTANDING, Agreement #

Channa M Pitt
Assistant Superintendent, Educational Services

Janea Marking
Chief Business and Operations Officer



6/14/24

Signature

Date

Signature

Director Approval

Date

**Exhibit A
District/School Name**

Day	Date	Support Description	Attend		Notes
			T	A	
	11/8/2023	Ethnic Studies CoP Presentation			



**AMENDMENT NO. 1 TO AGREEMENT FOR
CULINARY ARTS SERVICES**

This Amendment to the Agreement for Culinary Arts Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Los Rios Community College District ("LRCCD") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Culinary Arts Services originally entered to on August 1, 2023.

1. Extension of Term of the Agreement: This Amendment shall extend the current LRCCD staffing on the Project from August 2024 to August 2025;

Description of Scope Change: basis for change order

Annual Renewal to use Nutrition Services to students for the Culinary Arts program

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for Culinary Arts 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 Culinary Arts 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 Culinary Arts 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: July 25, 2024

**Sacramento City Unified School
District**

**Los Rios Community College
District**

Janea Marking
Chief Business and Operations Officer

Robert Aldama
Purchasing Manager II



FAFSA / DREAM ACT COMPLETION PROGRAM AGREEMENT

Secondary School, Name of County Office of
Education, District, or Charter Organization:

Sacramento City Unified School District

Address:

5735 47th Avenue

Sacramento CA 95824

College Board Code (School)
or CDS Code (COE or District):

Please return to:

California Student Aid Commission
webgrantsaccess@csac.ca.gov

For assistance, please contact:

Institutional Support
Phone: 1-888-294-0153
Fax: 916-464-6499
schoolsupport@csac.ca.gov

ARTICLE I – FAFSA / DREAM ACT COMPLETION PROGRAM – AUTHORITY

The California Student Aid Commission (“Commission”) is a State Grant Agency authorized to receive certain data received or generated by the U.S. Department of Education (“Department”) concerning Free Application of Federal Student Aid (FAFSA) applicants because it administers State programs that provide financial assistance to students attending institutions of higher education. The Commission and the Department have entered into a Student Aid Internet Gateway Agreement (“SAIG Agreement”) that authorizes the Commission to, among other things, disclose limited Institutional Student Information Record (ISIR) information to local educational agencies and secondary schools related to the determination of the completion status of a student’s FAFSA and to facilitate providing assistance to such students in completing the FAFSA.

This Agreement establishes the conditions under which the Commission will disclose, and a Local Educational Agency (LEA) or Secondary School will receive, limited ISIR information as permitted under the terms of the SAIG Agreement. Disclosure of the limited ISIR data will be restricted to those students with whom the LEA or Secondary School has an “established relationship” as defined herein. The Local Educational Agency or Secondary School will be authorized to use the ISIR information for purposes of determining the completion status of a student’s FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA.

This Agreement governs the terms and conditions of the eligibility of an LEA or Secondary School to participate in the FAFSA Completion Program. The Agreement also governs the terms and conditions under which an LEA or Secondary School receives information from the Commission for California DREAM Act students. An LEA’s or Secondary School’s failure to comply with the administrative and/or information security responsibilities set forth in this Agreement may result in the termination of this Agreement.

ARTICLE II – FAFSA / DREAM ACT COMPLETION PROGRAM – AGREEMENT

This Agreement is between the Commission and [Sacramento City USD](#), an entity that is qualified to enter into this Agreement, as a result of its status as an: (check one)

- LOCAL EDUCATIONAL AGENCY** - A Local Educational Agency is a public board of education or other public authority legally constituted with a State for either administrative control of or direction of, or to perform service functions for, public elementary or secondary schools in a city, county, township, school district or other political subdivision of a State; or such combination of school districts or counties a State recognizes as an administrative agency for its public elementary schools and secondary schools; or any other public institution or agency that has an administrative control and direction of a public elementary or secondary school.
- SECONDARY SCHOOL** - A day or residential school that provides secondary education as determined under State law

The primary purpose of releasing limited ISIR data and/or California DREAM Act data containing personally identifiable student information is to allow the LEA or Secondary School to assist those students with whom it has an established relationship to use the ISIR / Cal ISIR information for purposes of determining the completion status of a student’s FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA / DREAM Act. For purposes of this Agreement, an LEA or Secondary School has an established relationship with a student as follows:

LEA: An established relationship exists between a student FAFSA applicant and an LEA where the student applicant is enrolled in a secondary school under the legal authority of the LEA or the LEA otherwise is providing services to the FAFSA applicant.

SECONDARY SCHOOL: An established relationship exists between a student FAFSA applicant and a Secondary School where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant.

This Agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. For those students with whom the LEA / Secondary School has an established relationship, the Commission may release the following FAFSA Filing Status Information from the ISIR and/or the DREAM Act Filing Status Information from the Cal ISIR:

- Student's first name;
- Student's last name;
- Student's date of birth;
- Student's ZIP Code;
- FAFSA submitted date (the date the FAFSA was submitted to the Department);
- FAFSA processed date (the date the Department processed the FAFSA);
- a Selected for Verification flag; and
- a FAFSA completion flag, as determined by the Agency (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).

The Commission will release this student information with the understanding that:

- No individual student data shall be identifiable in any reports not created specifically for the LEA or Secondary School;
- Qualified personnel at the LEA or Secondary School shall be proficient and experienced in managing secure, confidential data. The LEA or Secondary School agrees to restrict distribution of the ISIR data to qualified personnel; in no event will any personally identifiable information be released to any person or organization other than the qualified personnel of the LEA or Secondary School;
- Student data files shall be returned or destruction when no longer needed for the purposes for which the agreement to release personally identifiable information is drawn;
- The LEA / Secondary School shall adhere to all legal requirements, including but not limited to the Federal Family Educational Rights and Privacy Act (20 USC 1232g). Should the LEA, its agents, or assignees; the Secondary School, its agents, or assignees; or the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 USC 1232g, any of the parties to this agreement may terminate this agreement and demand the destruction or return of all data supplied by the parties and all data matched or derived there from within three (3) working days;
- The Commission reserves the right to withhold personally identifiable student data from the LEA / Secondary School at any time.

ARTICLE III – FAFSA COMPLETION PROGRAM – INFORMATION SECURITY PROVISIONS

The Information Security components of this Agreement are to control access to the Commission's information processing facilities and data, as well as, to provide procedure for oversight of the LEA or Secondary School's compliance with the provisions of this Agreement.

The LEA or Secondary School agrees to comply with all applicable federal, state, and local information security, confidentiality and privacy laws and regulations, Commission policies and requirements pertaining to the proper access, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information maintained on the Commission's Grant Delivery System (GDS) WebGrants system and/or pertaining to the Commission, its programs, and its program applicants and/or recipients.

The LEA or Secondary School will execute a Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement and, at all times, comply with the terms and conditions thereof, prior to gaining accessing to the GDS WebGrants system. The signed GDS-WebGrants Information Security and Confidentiality Agreement must be received and approved by the Commission prior to any access being granted to the LEA or Secondary School.

The Commission reserves the right to monitor or revoke access to the Commission's network and data by an LEA or Secondary School, or any individual staff member(s) of the entity.

Administrative Authorization for Access and Roles/Responsibilities

- A. The LEA or Secondary School will use the FAFSA Filing Status Information provided under the terms of this Agreement only for purposes that are consistent with section 483(a)(3)(E) of the Higher Education Act of 1965, as amended (HEA).
- B. The LEA or Secondary School will comply, as applicable, with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g and its regulations codified at 34 CFR part 99).
- C. The LEA or Secondary School will not re-disclose or share the FAFSA Filing Status information or DREAM Act Filing Status information obtained from the Commission in personally identifiable form other than (1) to the FAFSA / DREAM Act applicant and to the FAFSA / DREAM Act applicant's parents if the applicant is under age 18, to the applicant if the applicant is age 18 or older or enrolled in a post-secondary institution, or to any other party with the consent of the FAFSA / DREAM Act applicant or consent of the FAFSA / DREAM Act applicant's parents if the FAFSA / DREAM Act applicant is under the age of 18, or (2) if required to do so by law and if such use is consistent with all applicable privacy laws, including the privacy provisions of section 483(a)(3)(E) of the HEA, 20 U.S.C. 1090(a)(3)(E) and FERPA.
- D. The LEA or Secondary School shall restrict access to the data provided under this Agreement to only those authorized personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.
- E. The LEA or Secondary School will advise all personnel with access to the data provided under this Agreement of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable Federal, State or local laws.

- F. The LEA or Secondary School will maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- G. The LEA or Secondary School will immediately disable the password and ID of any employee or agent of the LEA or Secondary School whose change in employment status or duties no longer requires access to the Commission's network or data. Copies of this documentation shall remain at the LEA or Secondary School.
- H. The LEA or Secondary School will ensure that all employees or agents who require WebGrants (GDS) access will sign a "Grant Delivery System (GDS) WebGrants User Access Request Form" prior to being granted access to the WebGrants System. Such access will be granted for a period of time not to exceed one (1) year, and shall be renewed upon completion of either an annual Commission-supplied or Institutional-supplied training in areas of information security, privacy and confidentiality. Copies of this documentation shall remain at the Institution.

Data Security

- A. The LEA or Secondary School will protect the integrity of the FAFSA Filing Status information / DREAM Act Filing Status information received under this Agreement from unauthorized access, use or re-disclosure.
- B. The LEA or Secondary School shall maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- C. Passwords and user identification numbers (IDs) are to be treated as confidential information. Employees or agents of the Institution shall not share passwords and IDs. Passwords will be changed on a regular basis, as required by the Commission.
- D. Confidential data that is no longer required for use by the LEA or Secondary School, or are determined by the Commission to be subject to return or destruction, shall be returned or destroyed in a secure manner, ensuring that no reconstruction or derivation of the data, media or materials is possible according to the California Civil Code Section 1798 et seq; Government Code Section 6250 et seq. and the State Accounting Manual (SAM) Chapter 5300.
- E. The LEA or Secondary School shall establish training programs and acceptable use policies for LEA or Secondary School employees regarding information security, privacy and confidentiality to include Commission data.
- F. The LEA or Secondary School will establish and enforce policies to ensure that Commission data and WebGrants access are conducted from secured systems on-site within the LEA or Secondary School.
- G. The Institution will notify the Commission immediately of any security, integrity or confidentiality incident(s) involving Commission data or network exposure by contacting the Commission's ITS Help Desk at 1-888-294-0148. Such incidents may include, but are not limited to unauthorized or accidental modification, destruction, disclosure, loss, or access to automated files and databases, as well as incidents involving loss, damage or misuse of information assets. Such incidents shall be followed up with a written report of the incident, signed by the AO and the Institution's Chief Executive Officer and submitted to the Commission's Information Security Officer (ISO) within ten (10) business days after

the Institution's awareness of the incident.

- H. No Commission data or assets shall be transferred to or shared by the LEA or Secondary School with any third party.
- I. To the extent authorized by law the LEA or Secondary School will accept liability for any direct or consequential damages to the Commission, its network or data, caused by the negligence or intentional misconduct of itself, its employees or agents.

ARTICLE III – FAFSA COMPLETION PROGRAM – GENERAL PROVISIONS

- A. EFFECTIVE DATE. The effective date of this Agreement is the Commission’s notification to the LEA or Secondary School that this Agreement and the required Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement have been received and approved.
- B. TERMINATION. The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party. All confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. COMPLIANCE. The LEA or Secondary School agrees to make available at the time of program compliance review, or at any time at the request of the Commission staff, any records and personnel related to its compliance with the terms of this Agreement.
- D. NONCOMPLIANCE. If the Commission finds that the LEA or Secondary School has failed to comply with this Agreement, the Commission shall require the LEA or Secondary School to delete or return all data received under this Agreement, including any copies made of such data. The Commission may terminate this Agreement and/or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the Commission and/or its financial aid programs, and any other party impacted by noncompliance with this Agreement.
- E. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and may only be amended in writing signed by the Parties.
- F. SEVERABILITY: If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

In the event of any inconsistency between any of the provisions of this Agreement and applicable federal or state law or regulation, the law or regulation shall prevail over the conflicting provision and the remaining provisions of this Agreement shall remain in full force and effect.

Signature

[Rose Ramos, CBO](#)

Name and Title

Name of LEA or Secondary School

Tae Kang, Deputy Director
Program Administration and Services Division
California Student Aid Commission

Date

Date



AMENDMENT NO. 2 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 June 23, 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 June 23, 2022;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from June 2022 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 August 8, 2024, on a flat fee basis up to a maximum of \$3,451,848.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Fee adjustment based on furniture scope for Nicholas Elementary School to assist District in bidding the procurement of new furniture

Description of funding changes to contract:

Original contract amount	\$2,460,000.00
Previous change orders through change order #-	\$946,848.00
Contract amount prior to this change order	\$3,406,848.00
Amount of this change order.....	\$45,000.00

NEW CONTRACT AMOUNT.....\$3,451,848.00

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. 2 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 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: August 8, 2024

**Sacramento City Unified School
District**

HMC Architects



6/26/2024

Janea Marking
CBO

Vipul Safi
Principal



AMENDMENT NO. 2 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 and Lewis ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on June 23, 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 August 8, 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 August 8, 2024, on a flat fee basis up to a maximum of \$3,454,411.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Storage and Track Addition services at the request of the District
Furniture Design services at the request of the District

Description of funding changes to contract:

Original contract amount	\$2,102,500.00
Previous change orders through change order #-	\$1,240,386.00
Contract amount prior to this change order	\$3,342,886.00
Amount of this change order.....	\$111,525.00
NEW CONTRACT AMOUNT.....	<u>\$3,454,411.00</u>

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. 2 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

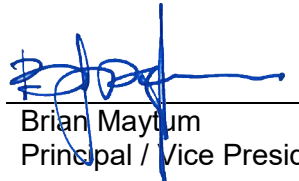
ACCEPTED AND AGREED on the date indicated below:

DATE: August 8, 2024

**Sacramento City Unified School
District**

Nacht and Lewis

Janea Marking
Chief Business and Operations Officer



7/15/2024
Brian Maytum
Principal / Vice President



AMENDMENT NO. 2 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 Lionakis ("Architect") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on June 23, 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 June 9, 2022;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from June 2022 to February 2026;
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 August 8, 2024, on a flat fee basis up to a maximum of \$4,375,000.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Fee adjustment based on furniture scope for Cesar Chavez / Edward Kemble Elementary School to assist District in bidding the procurement of new furniture

Description of funding changes to contract:

Original contract amount	\$3,910,000.00
Previous change orders through change order #-	\$420,000.00
Contract amount prior to this change order	\$4,330,000.00
Amount of this change order.....	\$45,000.00
NEW CONTRACT AMOUNT.....	<u>\$4,375,000.00</u>

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. 2 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

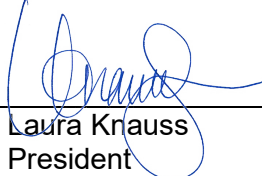
ACCEPTED AND AGREED on the date indicated below:

DATE: August 8, 2024

**Sacramento City Unified School
District**

Lionakis

Janea Marking
Chief Business Officer


7/16/2024
Laura Krauss
President