



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: December 19, 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 – Facilities Projects
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

CAREER AND COLLEGE READINESS DEPARTMENT

California Department of Education A24-00225	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$65,700 No Match
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Period: 7/1/24 – 6/30/25 Description: GAN for California Partnership Academies Program for CTE Criminal Justice Academy at C.K. McClatchy High School.

MULTILINGUAL LITERACY DEPARTMENT

Butte County Office of Education A24-00226	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
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Period: 11/12/24 – 6/30/29 Description: MOU to identify, recruit and serve migrant-eligible students in SCUSD using the data provided by SCUSD of newly enrolled students; including enrollment US entry, language status, demographic and family contact information.

CHARLES A. JONES SKILLS CENTER

Federal Student Aid A24-00228	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
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Description: Financial Aid Form for students at Charles A. Jones Skills Center to assist in Career and College Technical programs.

HOMELESS SERVICES DEPARTMENT

California Department of Education A24-00206	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$79,060 No Match
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Period: 7/1/24 – 6/30/25 Description: 2024-25 Education for Homeless Children and Youth (EHCY) Grant.

STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT

California Department of Education A24-00229	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$9,500,000 No Match
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Period: 6/1/22 – 6/30/29 Description: Amendment No. 2 to extend term date for California Community Schools Partnership Program: Implementation Grant – Cohort 1.

STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT

California Department of Education A24-00022-1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$15,912,500 No Match
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Period: 7/1/23 – 6/30/29 Description: Amendment No. 3 to extend term date for California Community Schools Partnership Program: Implementation Grant – Cohort 2.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Crocker Riverside E.S. Susan B. Anthony E.S. Hubert Bancroft E.S. Oak Ridge E.S. C.K. McClatchy H.S. Success Academy Serna Center	<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>
ITEMS	<p>STATUS: The District has determined these items are not repairable nor usable.</p>
(554 each) Chromebooks (58 each) Laptops (10 each) Desktops (17 each) Printers (7 each) Projectors (29 each) Monitors (32 each) Misc.	<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	
\$0.00	
DISPOSAL METHOD	
e-Waste	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0110-468-1 Ethel Phillips Furniture

Bids received: 2:00 pm; December 6, 2024

Recommendation: Award to The Collective

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
The Collective	Sacramento, CA	\$891,353
One Workplace	Sacramento, CA	\$897,669
Campbell Keller	Sacramento, CA	\$1,013,247
Maximus	North Highlands, CA	\$1,045,000

Bid No: 0825-417 Serna Center Generator

Bids received: 2:00 pm; December 3, 2024

Recommendation: Award to Ample Electric, Inc.

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Ample Electric, Inc.	Winters, CA	\$848,010
Shane Brown Electric	Woodland, CA	\$960,250

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Bowling Green ES Campus

Recommendation: Award to Roebbelen Contracting, Inc.

Amount/Funding: \$50,963 / Measure H

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited “Request for Proposals” by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine “best value”.

Project: Lease-Leaseback Agreement for Ethel Phillips ES Campus

Recommendation: Award to XL Construction

Amount/Funding: \$50,000 / Measure H

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

Project: Lease-Leaseback Agreement for Fern Bacon MS Modernization

Recommendation: Award to Balfour Beatty + Clark & Sullivan, a joint venture

Amount/Funding: \$107,000 / Measure H

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

Project: Lease-Leaseback Agreement for Pacific ES New Construction

Recommendation: Award to CORE Construction

Amount/Funding: \$132,000 / Measure H

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

Project: Lease-Leaseback Agreement for Luther Burbank HS Kitchen

Recommendation: Award to Landmark Constructors

Amount/Funding: \$64,390 / Measure H and Kitchen Infrastructure AB181

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Luther Burbank Core Academic Renovation, Phase 2

Recommendation: Hankins Group Inc. was awarded construction services at the May 18, 2023 Board of Education Meeting; Measure Q Funds. This project consists of exterior paint of complete campus, sealing of masonry, distribution of electrical outlets to classroom wings, abatement of existing classroom wing floors, installation of new LVT flooring, interior paint of classrooms, cleaning and buffing of interior shop floors, removal and replacement of concrete walkway in front of classrooms for ADA compliance, removal of existing Marquee and installation of new marquee, rework of existing HVAC duct controls and replacement of rooftop AC unit in Building A.

Original Contract Amount: \$2,672,639; Measure Q Funds

Approve Change Order No. 1 <\$116,035>; for Owners Unused Allowance; Measure Q Funds.



New Contract Amount: \$2,556,604; Measure Q Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
CORE West Inc. fka CORE Construction Services of Nevada	C.K. McClatchy Kitchen Modernization (2024)	11/27/24

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY 2024	PCA 25220	Vendor Number 67439	Suffix 01
Attention Lisa Allen, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Programs			Resource Code 6385	Revenue Object Code 8590	34	
Telephone 916-643-9000					INDEX	
Name of Grant Program California Partnership Academies Program: Career Technical Education Initiative (CTEI)					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$65,700		\$65,700		7/01/2024	6/30/2025
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		
<p>I am pleased to inform you that you have been funded for the Criminal Justice Academy (9036) at C.K. McClatchy High School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Alicia Aguirre, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Ceinwen Bushey			Job Title Education Programs Assistant			
E-mail Address cpacademies@cde.ca.gov			Telephone 916-319-0460			
Signature of the State Superintendent of Public Instruction or Designee 			Date October 28, 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 & Operations Officer			
E-mail Address janea-marking@scusd.edu			Telephone (916) 643-9055			
Signature 			Date 11/18/2024			

**CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)**

School District/Local Education Agency:

Sacramento City Unified School District

AND

Provider:

Butte County Office of Education

Date:

November 12, 2024

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the
Sacramento City Unified School District

(hereinafter referred to as “LEA”) and Butte County Office of Education
(hereinafter referred to as “Provider”) on November 12, 2024 . The Parties agree to
the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated November 12, 2024 (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

see Exhibit B

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA’s discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Olga Arellano-Simms
Title: Director III, Multilingual Literacy Department

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

The designated representative for the Provider for this Agreement is:

Name: Mary Sakuma
Title: Superintendent

Contact Information:
Butte County Office of Education
1859 Bird Street
Oroville, CA 95965

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _____
Title: _____

Contact Information:
Janea Marking

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: **Butte County Office of Education**

BY: _____ Date: _____

Printed Name: **Mary Sakuma** Title/Position: **Superintendent**

Local Education Agency: **Sacramento City Unified School District**

BY: _____ Date: _____

Printed Name: **Olga Arellano-Simms** Title/Position: **Director III, MLD**

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Butte County Office of Education (BCOE) Migrant Education Program is to identify, recruit and serve Migrant-eligible students in the Sacramento City Unified School District (SCUSD) using the data provided by the SCUSD of newly enrolled students; including enrollment, US entry, language status, demographic and family contact information.

In addition, the SCUSD is to provide Aeries accounts to BCOE staff assigned to the SCUSD in order to monitor the aforementioned data elements of Migrant-eligible students as well as their assessment results, attendance, course history, transcripts, and graduation status.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	X
	Observation data	
	Other assessment data- Please specify:	
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
Communications	Online communications that are captured (emails, blog entries)	

	Conduct or behavioral data	
Conduct		
	Date of Birth	x
	Place of Birth	
	Gender	
	Ethnicity or race	
Demographics	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	X
Parent/Guardian Contact Information	Address	x
	Email	x
	Phone	x

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	X
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID	

	number	
	State ID number	X
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student	

	work data - Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/performance scores	X
	Other transcript data -Please specify:	X
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	X

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

District enrollment date.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Sacramento City Unified School District directs Butte County Office of Education to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	<input type="checkbox"/> Partial. The categories of data to be disposed of are as follows: <input type="checkbox"/> Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	<input type="checkbox"/> Destruction or deletion of data. <input type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	<input type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) _____

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Sacramento City Unified and which is dated November 12, 2024 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Butte County Office of Education

BY: _____

Date: _____

Printed Name: Mary Sakuma

Title/Position: Superintendent

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA: Sacramento City Unified School District

BY: _____

Date: _____

Printed Name: Janea Marking

Title/Position: Chief Business & Operations Officer

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Janea Marking

Title: Chief Business & Operations Officer

Email Address: janea-marking@scusd.edu

EXHIBIT “F” DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators (Continued)

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

The Department may disclose information contained in a record in this system of records under the routine uses listed in the system of records notice, which was published on March 1, 2018 (83 Fed. Reg. 8855-8859) (<https://www.federalregister.gov/documents/2018/03/01/2018-04141/privacy-act-of-1974-system-of-records>) without the consent of the individual if the disclosure is compatible with the purposes for which the record was collected. These disclosures may be made on a case-by-case basis or, if the Department has complied with the computer matching requirements of the Privacy Act of 1974, as amended (Privacy Act), under a computer matching agreement.

(1) **Program Disclosures.** The Department may disclose records maintained in the SAIG, Participation Management System, to other Federal agencies' systems for the purpose of allowing authorized users who are eligible to participate in the electronic exchange of data with the Department to transmit files to and from the following databases and access the Department's websites online for the purposes of administering or assisting in administering programs authorized under Title IV of the HEA:

- (a) COD System;
- (b) FPS;
- (c) NSLDS;
- (d) FMS;
- (e) ECS/CEMS;
- (f) FSA Partner Connect;
- (g) AIMS; and
- (h) Other Federal agencies' systems for the purposes of administering the HEA programs.

The Department will only disclose records from this system to other Federal agencies' systems for purposes of administering or assisting in administering programs authorized under Title IV of the HEA and only after the Department has approved in writing a request from other Federal agencies' systems to access these records.

(2) **Freedom of Information Act (FOIA) Advice or Privacy Act Disclosure.** The Department may disclose records to the Department of Justice (DOJ) or the Office of Management and Budget (OMB) if the Department seeks advice regarding whether records maintained in the system of records are required to be disclosed under the FOIA or the Privacy Act.

(3) **Disclosure to the DOJ.** The Department may disclose records to the DOJ to the extent necessary for obtaining DOJ advice on any matter relevant to an audit, inspection, or other inquiry related to the programs covered by this system.

(4) **Contract Disclosure.** If the Department contracts with an entity to perform any function that requires disclosing records to the contractor's employees, the Department may disclose the records to those employees. As part of such a contract, the Department shall require the contractor to agree to establish and maintain safeguards to protect the security and confidentiality of the records in the system.

(5) **Litigation and Alternative Dispute Resolution (ADR) Disclosures.**

(a) *Introduction.* In the event that one of the following parties is involved in judicial or administrative litigation or ADR, or has an interest in judicial or administrative litigation or ADR, the Department may disclose certain records to the parties described in paragraphs (b), (c), and (d) of this routine use under the conditions specified in those paragraphs:

- i. The Department, or any of its components;
- ii. Any Department employee in his or her official capacity;
- iii. Any Department employee in his or her individual capacity where the DOJ agrees to or has been requested to provide or arrange for representation of the employee;
- iv. Any Department employee in his or her individual capacity where the Department has agreed to represent the employee;
- v. The United States where the Department determines that the litigation is likely to affect the Department or any of its components.

(b) *Disclosure to DOJ.* If the Department determines that disclosure of certain records to the DOJ is relevant and necessary to judicial or administrative litigation or ADR, and is compatible with the purpose for which the records were collected, the Department may disclose those records as a routine use to the DOJ.

(c) *Adjudicative Disclosures.* If the Department determines that disclosure of certain records to an adjudicative body before which the Department is authorized to appear or to a person or entity designated by the Department or otherwise empowered to resolve or mediate disputes, is relevant and necessary to the judicial or administrative litigation or ADR, the Department may disclose those records as a routine use to the adjudicative body, person, or entity.

(d) *Parties, Counsel, Representatives, and Witnesses.* If the Department determines that disclosure of certain records to a party, counsel, representative, or witness is relevant and necessary to the judicial or administrative litigation or ADR, the Department may disclose those records as a routine use to the party, counsel, representative, or witness.

(6) **Research Disclosure.** The Department may disclose records to a researcher if the official serving or acting as the Chief Operating Officer of Federal Student Aid determines that the individual or organization to which the disclosure would be made is qualified to carry out specific research related to functions or purposes of this system of records. The official may disclose records from this system of records to that researcher solely for the purpose of carrying out that research related to the functions or purposes of this system of records. The researcher shall be required to agree to maintain safeguards to protect the security and confidentiality of the disclosed records.

(7) **Congressional Member Disclosure.** The Department may disclose records to a Member of Congress in response to an inquiry from the Member made at the written request of the individual whose records are being disclosed. The Member's right to the information is no greater than the right of the individual who requested it.

(8) **Enforcement Disclosure.** In the event that information in this system of records indicates, either on its face or in connection with other information, a violation or potential violation of any applicable statute, regulation, or order of a competent authority, the Department may disclose the relevant records to the appropriate agency, whether foreign, Federal, State, Tribal, or local, charged with the responsibility of investigating or prosecuting that violation or charged with enforcing or implementing the statute, Executive Order, rule, regulation, or order issued pursuant thereto.

(9) Employment, Benefit, and Contracting Disclosure.

(a) *For Decisions by the Department.* The Department may disclose a record to a Federal, State, or local agency maintaining civil, criminal, or other relevant enforcement or other pertinent records, or to another public authority or professional organization, if necessary to obtain information relevant to a Department decision concerning the hiring or retention of an employee or other personnel action, the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other benefit.

(b) *For Decisions by Other Public Agencies and Professional Organizations.* The Department may disclose a record to a Federal, State, local, or foreign agency or other public authority or professional organization, in connection with the hiring or retention of an employee or other personnel action, the issuance of a security clearance, the reporting of an investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit, to the extent that the record is relevant and necessary to the receiving entity's decision on the matter.

(10) **Employee Grievance, Complaint, or Conduct Disclosure.** If a record is relevant and necessary to an employee grievance, complaint, or disciplinary action involving a present or former employee of the Department, the Department may disclose a record from this system of records in the course of the investigation, fact-finding, mediation, or adjudication, to any party to the grievance, complaint, or action; to the party's counsel or representative; to a witness; or to a designated fact-finder, mediator, or other person designated to resolve issues or decide the matter.

(11) **Labor Organization Disclosure.** The Department may disclose records from this system of records, to an arbitrator to resolve disputes under a negotiated grievance process or to officials of a labor organization recognized under 5 U.S.C. chapter 71 when relevant and necessary to their duties of exclusive representation.

(12) **Disclosure in the Course of Responding to a Breach of Data.** The Department may disclose records from this system to appropriate agencies, entities, and persons when (a) the Department suspects or has confirmed that there has been a breach of the system of records; (b) the Department has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, the Department (including its information systems, programs, and operation), the Federal Government, or national security; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the Department's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm.

(13) **Disclosure in Assisting another Agency in Responding to a Breach of Data.** The Department may disclose records from this system to another Federal agency or Federal entity, when the Department determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in (a) responding to a suspected or confirmed breach or (b) preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal Government, or national security, resulting from a suspected or confirmed breach.

Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators (Continued)



PRIMARY AND NON-PRIMARY DPA RESPONSIBILITIES:

The information provided to the Primary and Non-Primary DPA by the U.S. Department of Education is protected by the Internal Revenue Code of 1954, as amended and the Privacy Act of 1974, as amended. Protecting this information, once it is entrusted to the Primary and Non-Primary DPA, becomes his or her responsibility. Therefore, the Primary and Non-Primary DPA agree to protect the privacy of all information that has been provided by the U.S. Department of Education. The Primary and Non-Primary DPA understand that any person, including himself or herself, who knowingly and willfully requests or obtains any record concerning an individual from an organization under false pretenses shall be guilty of a misdemeanor and is subject to a fine of up to \$5,000 (5 U.S.C. 552a(i)(3)). The Primary DPA and the Non-Primary DPA further agree and understand that any person, including him or herself, who knowingly and willfully use an access device (18 U.S.C. 10291(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain shall be guilty of a felony and is subject to a fine of up to \$20,000, imprisonment for up to five years, or both, under provisions of the United States Code (20 U.S.C. 1097(e)).

I certify that I have read these responsibilities, understand them, and will protect all data obtained through or provided to U.S. Department of Education systems.

Without the information provided on the SAIG enrollment application, a DPA or the Participating entity would be denied access to electronically transmit reports and data via the SAIG and would be denied access to all websites affiliated with this agreement as appropriate. Signature below affirms that you have read these Responsibilities and agree to abide by them.

Confirmation Number: 00000639309

Non-Primary Destination Point Administrator's name: <u>EILEEN PRINCE</u>	
Signature 	Date <u>9-30-2024</u>
(Original signature must be submitted. Stamped or electronic signatures will not be accepted. - Required)	
Primary Destination Point Administrator's Name: <u>Clifton Carley</u>	
(Printed name - Required)	
Signature 	Date <u>9/30/24</u>
(Original signature must be submitted. Stamped or electronic signatures will not be accepted. - Required)	
Name of School, Agency or Third-Party Servicer: <u>CHARLES A. JONES</u>	

**Sign and send this application as instructed
in "Submitting Enrollment Application and Signature Pages."**

Go to Step Four

Office Use Only	
Customer Number	<u>Z000229379</u>
TG/FT Number	_____

OMB NO: 1845-0002
Expiration Date: 1/31/2025
Effective Date: 9/29/2024

Step Four: Certification of the President/CEO or Designee.

Responsibilities of the President/CEO or Designee.

As the President/CEO or Designee, I certify that:

- I or my designee will notify FPS Help Desk within one business day, by email at support@fps.ed.gov or call 1-800-330-5947 when any person no longer serves as a designated authorizing official, Primary DPA or Non-Primary DPA.
- I will not permit unauthorized use or sharing of SAIG passwords or codes that have been issued to anyone at my organization.
- Each person who is a SAIG DPA for my organization has read and signed a copy of "Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrator."
- Each person who is a SAIG DPA for my organization has made a copy of the signed Step Three document for their own files and a copy is maintained at my organization.
- My organization has provided security due diligence and verifies that administrative, operational, and technical security controls are in place and are operating as intended. Additionally, my organization verifies that it performs appropriate due diligence to ensure that, at a minimum, any employee who has access to Federal Student Aid (FSA) ISIR data meets applicable state security requirements for personnel handling sensitive personally identifiable information.
- My organization has ensured the standards for protecting federal tax information (FTI) have been implemented according to Internal Revenue Code (IRC) 26 U.S.C. §6103 – Confidentiality and disclosure of returns and return information and pursuant to 20 U.S.C. §481 of the Higher Education Act, as amended – Use of FAFSA® data and FTI data. I further acknowledge violations of the IRC may lead to criminal and/or civil penalties pursuant to 26 U.S.C. 7213; 7213A; and §7431. Penalties apply to willful unauthorized disclosure and inspection of tax return or return information with punishable fines or imprisonment. Additionally, I further acknowledge a taxpayer may bring civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of any provision of IRC §6103.
- I understand the Secretary may consider any unauthorized disclosure or breach of student records and student applicant information as a demonstration of a potential lack of administrative capability as stated in 34 C.F.R. § 668.16. I further understand that in the event of an unauthorized disclosure or breach of student applicant information or other sensitive information (such as personally identifiable information), the DPA or the Qualified Individual identified under 16 C.F.R. Part 314 must notify Federal Student Aid within 24 hours after the incident is known or identified for postsecondary educational institutions at <https://fsapartners.ed.gov/title-iv-program-eligibility/cybersecurity/cybersecurity-breach-intake> and for all other by notifying Federal Student Aid at support@fps.ed.gov.
- I understand that my organization must cooperate with Federal Student Aid and provide any requested information regarding an unauthorized disclosure or breach as well as report any breach that occurs at my organization's third-party providers that maintain, store or otherwise utilize the data.
- I understand that I am responsible for the information security of any information provided by Federal Student Aid that may be maintained by, stored by or shared with any third-party entity.
- I have ensured that the Standards for Safeguarding Customer Information (as the term customer information applies to my institution – See Glossary), 16 C.F.R. Part 314, issued by the Federal Trade Commission (FTC), as required by the Gramm-Leach-Bliley (GLB) Act, P.L. 106-102 have been implemented and understand that these Standards provide, among other things, that I implement the following and I understand that failure to implement the requirements of the GLB Act may be considered a lack of administrative capability under 34 C.F.R. § 668.16 by the Secretary. I further acknowledge that my responsibility to safeguard customer information extends beyond Title IV, HEA program recipients:
 - Develop, implement, and maintain a comprehensive information security program that is written in one or more readily accessible parts that meets the requirements for an information security program in 16 C.F.R. Part 314.
 - Designate a qualified individual responsible for overseeing an implementing my institution's information security program and enforcing my institution's information security program in compliance with 16 C.F.R. 314.4(a).
 - Base my institution's information security program on a risk assessment that identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information (as the term customer information applies to my institution – See Glossary) that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of any safeguards in place to control these risks as required under 16 C.F.R. 314.4(b).
 - Design and implement safeguards to control the risks my institution identifies through risk assessment that meet the requirements of 16 C.F.R. 314.4(c)(1) through (8)
 - Regularly test or otherwise monitor the effectiveness of the safeguards my institution has implemented that meet the requirements of 16 C.F.R. 314.4(d)
 - Implement policies and procedures to ensure that personnel are able to enact my institution's information security program and meet the requirements of 16 C.F.R. 314.4(e)(1) through (4).
 - Oversee my institution's service providers (See Glossary) by meeting the requirements of 16 C.F.R. 314.4(f)(1) through (3).
 - Evaluate and adjust my institution's information security program in light of the results of the required testing and monitoring required by 16 C.F.R. 314.4(d); any material changes to my institution's operations or business arrangements; the results of the required risk assessments under 16 C.F.R. 314.4(b)(2); or any other circumstances that I know or have reason to know may have a material impact on my institution's information security program as required by 16 C.F.R. 314.4(g).
 - Establish an incident response plan that meets the requirements of 16 C.F.R. 314.4(h)
 - Require my institution's Qualified Individual to report regularly and least annually to those with control over my institution on my institution's information security program as required by 16 C.F.R. 314.4(i)
- I have signed this certification below and sent the original to the Department. I have retained a copy of this certification at the organization. My signature below affirms that I have read these responsibilities and agree to abide by them.

Confirmation Number: 00000639309

	Box 2 Authorized Official or Designee <u>Lisa Allen</u>	Title <u>Superintendent</u>
DocuSigned by: Signature <u>Lisa Allen</u> 2DA745FB73CF426	(Printed name of the Authorized Official or Designee – Required) Date <u>11/20/2024</u>	(Position title – Required)
(Original signature must be submitted. Stamped or electronic signatures will not be accepted. – Required)		

Name of School or Agency: CHARLES A. JONES CAREER & EDUCATION

Sign and send this application as instructed in "Submitting Enrollment Application and Signature Pages."

Office Use Only	
Customer Number	<u>Z000229379</u>
TG/FT Number	_____

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified 5735 47th Ave. Sacramento, CA 95824				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				24	14332	6743	00
Attention Lisa Allen, Interim Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Sacramento City Unified				Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000				5630	8290	INDEX	
Name of Grant Program Education for Homeless Children and Youth						0510	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$79,059.60		\$79,059.60		7/1/2024	6/30/2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.196A	S196A210005	Education for Homeless Children and Youth			U.S. Department of Education		
I am pleased to inform you that you have been awarded the 2024-25 Education for Homeless Children and Youth (EHCY) Grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) and Budget within 10 days of receipt to: <div style="text-align: center;"> Jennifer Thao, Associate Governmental Program Analyst Grant Administration and Support Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901 </div>							
California Department of Education Contact Jennifer Thao				Job Title Associate Governmental Program Analyst			
E-mail Address JThao@cde.ca.gov					Telephone 916-319-0717		
Signature of the State Superintendent of Public Instruction or Designee 					Date October 3, 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 & Operations Officer			
E-mail Address janea-marking@scusd.edu					Telephone (916) 643-9055		
Signature 					Date 12/03/2024		

Budget Request

Education for Homeless Children and Youth

Grant Administration and Support Office
California Department of Education
Updated September 2024

Instructions

Complete the local educational agency (LEA) information and Budget Request tabs before submission. The Budget Request shows proposed expenditures during the grant period. Funds must be spent within the life of the grant. The grantee must populate all cells indicated in these instructions for each tab in the workbook.

Grant Award Period:

Fiscal Year 2024–25 (July 1, 2024 – June 30, 2025)

Instructions for LEA Information

Please complete all of the requested information in the grayed-in areas (cells B6 through B17).

Instructions for Budget Request

Step 1: Enter grant program in cell A2 of the Instructions tab. Your grant program is identified on your Grant Award Notification and will be one of the following options:

Education for Homeless Children and Youth

Homeless Education Technical Assistance Center

Note: Grant program will auto-populate on the LEA Information and Budget Request tabs.

Step 2: Complete the requested information in the grayed-in areas that apply, which includes cells B13, C6 through C16, and D6 through D16.

placeholder of 0.00% (Cell B13). The Indirect Costs must not exceed LEA's approved rate (<https://www.cde.ca.gov/fg/ac/ic/>). If you choose to use a lesser rate, you are agreeing to less than your approved indirect rate. This is allowed. Please type the dollar amount of Indirect Cost, not to exceed the approved indirect rate, into the Cell D13. See "How to Calculate

Step 4: Enter line detail/calculation to explain how the amount totals were determined in the "Detailed Budget Narrative" column (Column C). The information in Column C needs to specify the planned activity. The description needs to be specific to the grant.

Step 5: In the Total Proposed Budget column (Column D), enter the current proposed budget amounts for fiscal year 2024.

Note: Refer to the California School Accounting Manual (CSAM)

(<https://www.cde.ca.gov/fg/ac/cs/>) for information on Object Codes. Only the first \$25,000 of

How to Calculate Indirect Cost

Step 1: Determine your California Department of Education (CDE) approved indirect rate.

Step 2: Subtotal categories 1000–5999 (excluding 5100).

Step 3: Multiply the subtotal by the indirect rate to determine the indirect cost.

Step 4: Enter the indirect cost total from Step 3 into Cell D13.

Example: ABCD Unified's approved indirect rate is 6.25% and their subtotal from categories 1000–5999 is \$125,000.00.

Their Indirect cost is \$7,812.50 ($\$125,000 \times 0.0625 = \$7,812.50$)

Document Submission

Submit the following documents to your CDE Fiscal Analyst:

Document 1: Completed Budget Request (Excel file).

Document 2: Completed Budget Request Signature Form (PDF document).

Grant Administration and Support Office 2024 Budget Signature Form

Program Type:

Local Educational Agency:

Please submit a signed copy of this Signature Form, along with a completed budget (Excel file) to your California Department of Education fiscal analyst:

By signing below, you acknowledge you have reviewed the information entered into this Signature Form and budget. By signing below, you acknowledge the data contained in this budget is true and accurate, to the best of your knowledge.

Program Coordinator Name:

Program Coordinator Email:

Program Coordinator Signature:

Ashley Powers

Date Signed: 11/12/24

Program Fiscal Contact Name:

Program Fiscal Contact Email:

Program Fiscal Contact Signature:

Stella Reyes

Date Signed:

Grant Administration and Support Office 2024 Expenditure Report Signature Form

Program Type:

Local Educational Agency:

California Department of Education (CDE) Fiscal Analyst:

Please select if this is a revised Expenditure Report (ER); if not, leave blank. Select which ER this signature form covers:

Revised

ER 1 (July 1 – September 30, 2024) Due October 31, 2024

ER 2 (October 1 – December 31, 2024) Due January 31, 2025

ER 3 (January 1 - March 31, 2025) Due April 30, 2025

ER 4 (April 1 - June 30, 2025) Due July 31, 2025

Budget Change Request (BCR):

A BCR Form must be submitted if there is a 10 percent change to any one-line item. Are you planning to submit a BCR at this time?

Yes No

Please submit a signed copy of this Signature Form, along with a completed ER (Excel file) to your CDE fiscal analyst.

By signing below, you acknowledge you have reviewed the information entered into this Signature Form and Expenditure Report. By signing below, you acknowledge the data contained in this report is true and accurate, to the best of your knowledge.

Program Coordinator Name:

Program Coordinator Email:

Program Coordinator Signature: 

Date Signed: 11/12/24

Program Fiscal Contact Name:

Program Fiscal Contact Email:

Program Fiscal Contact Signature: 

Date Signed:

Local Educational Agency Information

Education for Homeless Children and Youth

Grant Administration and Support Office

California Department of Education

Requested Information:
Local Educational Agency (LEA) Name
Name of Superintendent
Type of LEA (County Office of Education, School District, or Charter)
County / District / School (CDS) Code
Street Address
City / Zip Code
Program Coordinator Name
Program Coordinator Email
Program Coordinator Phone Number
Fiscal Contact Name
Fiscal Contact Email
Fiscal Contact Phone Number

Response:

Sacramento City Unified School District

Lisa Allen, Interim

School District

34 67439 000000

5745 47th Ave.

Sacramento 95824

Ashley Clark

ashley-clark@scusd.edu

916-643-2450

Stella Reyes

stella-reyes@scusd.edu

916-643-7867

Budget Request

Education for Homeless Children and Youth

Grant Administration and Support Office

California Department of Education

Object Codes	Line Items
1000	Certificated Salaries
2000	Classified Salaries
3000	Employee Benefits
4000	Books and Supplies
5000	Services and Other Operating Expenditures (excluding sub-agreement for Services and Travel)
5200	Participant Travel / Project Staff Travel
5800	Professional / Consulting Services and Operating Expenditures (under first \$25,000 - indirect charged)
7300	Indirect Rate: 4.49%
5100	Sub-agreement for Services (not subject to indirect costs)
6000	Capital Outlay (not subject to indirect costs)
7000	Tuition and other Transfers
Total	

Detailed Budget Narrative

Classification:
Full-Time Equivalent:

Classification:
Full-Time Equivalent:

[Enter Employee Benefits Detail/Calculation/Breakdown]

Office Depot, supplies for basic needs and other admin supplies to run the program.

[Enter Services and Other Operating Expenditures
Detail/Calculation/Breakdown]

In-district mileage for 5 staff

Contract with Kindness Campaign & 40 monthly bus passes @ \$100/mo. (obj. 5811).

District approved indirect rate

[Enter Sub-agreement for Services Detail/Calculation/Breakdown]

[Enter Capital Outlay Detail/Calculation/Breakdown]

[Enter Tuition and other Transfers Detail/Calculation/Breakdown]

Total Proposed Budget	
\$	-
\$	-
\$	-
\$	19,009.82
\$	-
\$	4,500.00
\$	52,000.00
\$	3,549.78
\$	-
\$	-
\$	-
\$	79,059.60

Expenditure Report

Education for Homeless Children and Youth

Grant Administration and Support Office
California Department of Education (CDE)
Updated September 2024

Instructions

participating local educational agency (LEA) is required to submit four ERs and ER Signature Forms (<https://www.cde.ca.gov/sp/hs/mv/index.asp>) on a quarterly basis, showing year-to-date expenses accumulated throughout the fiscal year. If there is a 10 percent change to any one-line item, a Budget Change Request (BCR) must accompany the ER and ER Signature Form.

Reporting Period:

ER 1 (July 1, 2024 – September 30, 2024) Due October 31, 2024

ER 2 (October 1, 2024 – December 31, 2024) Due January 31, 2025

ER 3 (January 1, 2025 – March 31, 2025) Due April 30, 2025

ER 4 (April 1, 2025 – June 30, 2025) Due July 31, 2025

Instructions for Expenditure Report

Step 1: Enter grant program in cell A2 of the Instructions tab. Your grant program is identified on your Grant Award Notification and will be one of the following options:

Education for Homeless Children and Youth

Homeless Education Technical Assistance Center

Note: Grant program will auto-populate on the Expenditure Report tab.

Step 2: Complete the requested information in the grayed-in areas. This includes cells B5, B14, C7 through C17, D7 through D17, E7 through E17, F7 through F17 and G7 through G17.

Step 3: Enter your LEA name in the space provided.

Step 4: Enter the Indirect Percentage Rate from your approved budget in the space provided

Step 5: In the "Current Approved Budget" column (column C) of the ER, enter the approved budget amounts for fiscal year 2024–25. Then, fill out the column that corresponds to the ER you are submitting (ER 1, 2, 3 or 4).

How to Calculate Indirect Cost on Expenditures

Step 1: Subtotal categories 1000–5999 (excluding 5100).

Step 2: Multiply the subtotal by the budget approved indirect rate in Cell B14 to determine the

Step 3: Enter the total indirect cost from step 2 into line item 7500 for the corresponding reporting period.

Example: ABCD Unified's approved indirect rate is 6.25% and their subtotal from categories 1000–5999 is \$125,000.00

Document Submission

Submit the following documents to your CDE Fiscal Analyst:

Document 1: Completed ER (Excel file)

Document 2: Completed ER Signature Form (PDF document).

Note: Select Revised if submitting a revised ER, select the correct grant reporting period, select "Yes" or "No" for a BCR, and obtain signatures from the Program Coordinator and Program Fiscal Contact

(<https://www.cde.ca.gov/sp/hs/mv/index.asp>) if current planned expenditures exceed 10 percent of a line item.

Expenditure Report

Education for Homeless Children and Youth

Grant Administration and Support Office

California Department of Education

LEA Name:	Sacramento City Unified School District	
Object Codes	Line Items	Current Approved Budget
1000	Certificated Salaries	\$ -
2000	Classified Salaries	\$ -
3000	Employee Benefits	\$ -
4000	Books and Supplies	\$ 79,059.60
5000	Services and Other Operating Expenditures (excluding sub-agreement for Services and Travel)	\$ -
5200	Participant Travel/ Project Staff Travel	\$ -
5800	Professional / Consulting Services and Operating Expenditures (under first \$25,000 - indirect charged)	\$ -
7300	Indirect Rate: 0.00%	\$ -
5100	Sub-agreement for Services (not subject to indirect costs)	\$ -
6000	Capital Outlay (not subject to indirect costs)	\$ -
7000	Tuition and other Transfers	\$ -
Total		\$ 79,059.60

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	Service Location	Suffix
				2021-29	25622	67439	00
Attention Janea Marking, Chief Business Officer				INDEX	County Code		
Email janea-marking@scusd.edu				0615	34		
Telephone 916-643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI) N/A				Resource Code	Revenue Object Code		
Program Office Accounting Office, Grant Funds				6332	8590		
Name of Grant Program California Community Schools Partnership Program: Implementation Grant – Cohort 1							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$9,500,000	N/A	\$9,500,000	2	6/1/2022	6/30/2029	
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency		
N/A	N/A	N/A			N/A		
This is to inform you that the award for the California Community Schools Partnership Program: Implementation Grant – Cohort 1, has been amended to extend the award ending date. 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 Consultant listed below to discuss other signing options. Please email the signed Grant Award Notification (AO-400) to: <div style="text-align: center;">Janet Morrison at jamorris@cde.ca.gov</div>							

California Department of Education Contact Lisa Clark-Devine		Job Title Education Program Consultant	
E-mail Address lclark-devine@cde.ca.gov			Telephone 916-322-1762
Authorized by the State Superintendent of Public Instruction or Designee ▶ Erika Torres <small>Digitally signed by Erika Torres Date: 2024.11.21 19:21:55 -08'00'</small>			Date
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. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent Janea Marking		Title Chief Business & Operations Officer	
E-mail Address janea-marking@scusd.edu			Telephone (916) 643-9055
Signature ▶			Date

Grant Award Notification (Continued)

The following Grant conditions apply:

1. All conditions printed in previous Grant Award Notification letters still apply.
2. Funding by PCA number is as follows:

PCA Number	PCA Total
25616	\$
25622	\$9,500,000
Total	\$9,500,000

If there are any questions regarding the CCSPP grant requirements, please email CCSPP@cde.ca.gov.

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	Service Location	Suffix	
				2023-29	25622	67439	00	
Attention Janea Marking, Chief Business Officer				INDEX		County Code		
Email janea-marking@scusd.edu				0615		34		
Telephone 916-643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE				
Grantee Unique Entity ID (UEI) N/A				Resource Code		Revenue Object Code		
Program Office Accounting Office, Grant Funds				6332		8590		
Name of Grant Program California Community Schools Partnership Program: Implementation Grant – Cohort 2								
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$15,912,500	N/A	\$15,912,500	3	7/1/2023	6/30/2029		
ALN	Federal Award ID Number	Federal Grant Name				Federal Agency		
N/A	N/A	N/A				N/A		
<p>This is to inform you that the award for the California Community Schools Partnership Program: Implementation Grant – Cohort 2, has been amended to extend the award ending date.</p> <p>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.</p> <p>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 Consultant listed below to discuss other signing options.</p> <p>Please email the signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Janet Morrison at jamorris@cde.ca.gov</p>								

California Department of Education Contact Lisa Clark-Devine		Job Title Education Program Consultant	
E-mail Address lclark-devine@cde.ca.gov			Telephone 916-322-1762
Authorized by the State Superintendent of Public Instruction or Designee Erika Torres <small>Digitally signed by Erika Torres Date: 2024.11.21 19:23:33 -08'00'</small>			Date
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. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent Janea Marking		Title Chief Business & Operations Officer	
E-mail Address janea-marking@scusd.edu			Telephone (916) 643-9055
Signature ▶			Date

Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum 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. No extensions of this grant will be allowed.
3. The grantee will support the expansion, continuation or addition of community schools in accordance with the CCSP application that was submitted by the grantee. The purpose of this program is to help build the capacity of Local Educational Agencies (LEAs) to plan, implement and coordinate community schools. The AO-400, is in accordance with the provisions of California *Education Code (EC)* sections 8900 through 8902 and the Community Schools Framework. These funds may not supplant current costs. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Scheduled payments of grant funds will be as follows:
 - The first payment: 90 percent of the grant funds for the first program year will be released upon completion and return of the AO-400 and the receipt and approval by the High School Innovations and Initiatives Office (HSIIO) of a community school plan for each new community school, as indicated in the grantee's application, before funds can be released.
 - The second through fifth payment: 90 percent of the grant funds for the current program year and five percent from the previous year's withholding will be released upon the receipt and approval by the HSIIO and/or a Technical Assistance Center (TAC) of the Annual Progress Report, Implementation Plan Update, Sustainability Plan and Expenditure Report that is due annually no later than June 30, 2023, June 30, 2024, June 30, 2025, and June 30, 2026, before funds can be released.
 - The final payment: The remaining portion thereof the entire grant budget pending receipt and approval by the HSIIO and/or a TAC of the required End of Project Report and Expenditure Report that is due no later than June 30, 2027, before funds can be released.
6. General Assurances are hereby incorporated by reference. The CDE has agreed to accept the assurances currently provided in the LEAs Consolidated Application. The CDE will verify if the agency has submitted the required certifications and assurances.
7. The grantee agrees to submit all required deliverables no later than the due dates set forth in the RFA. The grantee also agrees to participate in technical assistance activities provided by the CDE, Lead and Regional TAC(s). Late submissions will delay progress payments. All required reports must be approved by the HSIIO and/or a TAC before progress payments will be made. Failure to submit the required deliverables by the established due dates may jeopardize LEA funding. Late or non-submission of the required deliverables may result in termination of the grant with the CDE and the billing for any funds given to the LEA in advance. Failure to submit required deliverables may also jeopardize future eligibility for grant funding.
8. Under authority of the CDE, if the LEA is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. LEAs with sanctions will receive notification of special conditions. No payments will be released to LEAs with special conditions until the CDE receives written notification from the LEA agreeing to the special conditions.

If there are any questions regarding the CCSP grant requirements, please email CCSP@cde.ca.gov.

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

01

CHANGE ORDER

Project: Luther Burbank Core Academic Renovation P2
Bid No.: 0530-434

Date: 10/2/2024
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Change Order:

Owner:

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

Contractor:

Hankins Group Inc
PO Box 481
Chico, CA 95927

Architect:

HMC Architects
2101 Capitol Avenue #100
Sacramento, CA, 95816

Construction Manager:

Premier Management Group, Inc.
133 Riverside Avenue
Roseville, CA 95678

Reference	Description	Cost	Days Ext.
Requested by:	Reconciliation of Project Contingency Sacramento City Unified School District	(\$116,035.00)	0
Performed by:			
Reason:			
Contract time will be adjusted as follows:		Original Contract Amount:	\$ 2,672,639.00
Previous Completion Date: <u>No Change</u>		Amount of Previously Approved Change Order(s):	\$ 0.00
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	(\$116,035.00)
Current Completion Date: <u>No Change</u>		New Contract Amount:	\$2,556,604.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

**CHANGE ORDER FORM
DOCUMENT 00 63 63-1**

the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District: SCUSD

Contractor:

Janea Marking, CBO Date

Brannan Hankins 10/03/2024

Hankins Group Inc. Date

Architect:

Construction Manager:

Vipul Sepi

HMC Architects 12/4/24
Date

Rami S. Wakkab 10/02/2024

PMG Date

END OF DOCUMENT