



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: September 21, 2023

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Purchasing
5. Change Notices – Facilities Projects
6. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Jesse Castillo, Assistant Superintendent of Business Services

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CAREER AND COLLEGE DEPARTMENT</u>		
California Department of Education A24-00024	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100,000 No Match
Period: 7/1/23-6/30/27. Description: College and Career Access Pathways Grant at Arthur A. Benjamin Professions High School. One-time grant award of \$100,000.		

<u>CAREER AND COLLEGE DEPARTMENT</u>		
California Department of Education A24-00025	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100,000 No Match
Period: 7/1/23-6/30/27. Description: College and Career Access Pathways Grant at School of Engineering and Sciences High School. One-time grant award of \$100,000.		

<u>EARLY LEARNING AND CARE DEPARTMENT</u>		
SETA A24-00026	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$6,455,105 Head Start \$316,290 Early Head Start No Match
Period: 8/1/23-7/31/24. Description: College and Career Access Pathways Grant at School of Engineering and Sciences High School.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT</u>		
Kitchell SA24-00267	5/4/23 – 12/31/24: Project and construction management services for the Pacific Elementary School New School and Modernization project. Project consists of a new TK-6 school campus.	\$2,105,614 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Kitchell CEM was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.	
Lionakis SA24-00316	8/24/23 – 6/30/27: Architectural and engineering services for the Pacific Elementary School New School and Modernization project. Project consists of a new TK-6 school campus.	\$3,760,000 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.	

FOSTER YOUTH DEPARTMENT

Tutor Me SA24-00085	08/01/2023 – 6/30/24: Agreement for provision of academic tutoring sessions and/or homework support in Math and English Language Arts for foster youth and homeless students as needed during the 2023/2024 school year. Contractor will work with students that are functioning at one or more years below grade level individually and in groups of up to 3 students. Contractor will track student outcomes in the areas of academic growth and attendance and provide a year-end report on program outcomes.	\$200,000 ESSER III Funds
New Contract:		
<input type="checkbox"/> Yes		
<input checked="" type="checkbox"/> No		

SPECIAL EDUCATION DEPARTMENT

Speech Pathology Group Inc. SA24-00138	Speech Therapy and Education Specialist as requested by the Special Education Department for Fiscal Year 2023-2024.	\$1,081,920 Special Education Funds
New Contract:		\$1,081,920
<input checked="" type="checkbox"/> Yes		Special
<input type="checkbox"/> No		Education IDEA Funds
		Total Contract Amount \$2,163,840

COUNSELING DEPARTMENT

Improve Your Tomorrow SA24-00294	7/1/21 – 6/30/24: Improve Your Tomorrow MOU agreement for the Counseling Services Department. This MOU will implement the IYT College Academy at Luther Burbank High School and Rosa Parks K-8 School. IYT College Academy will include ITY College Academy career-based activities; Professional Mentorship and Leadership Development; Career Assessments and Workshops; Work-based Field Trips; Family Engagement; and Volunteering and Internships. Action Item No. C5.	\$150,000 ESSER III Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

CHARLES A. JONES SKILLS CENTER DEPARTMENT

California Firefighter Joint Apprenticeship Committee SA24-00318	7/1/23 – 6/30/24. The Charles A. Jones and Joint Apprenticeship Committee (JAC) will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter IIs, Fire Apparatus Engineers, Firefighter EMTs, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire	\$718,190 CAJ-CAL Fire Apprenticeship Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

Equipment Operators, with participating departments as determined by the CAL-JAC.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	DESCRIPTION
Earl Warren ES O.W. Erlewine ES Oakridge ES	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p> <p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
ITEMS	
Computers (29 each) Chromebooks (214 each) Laptops (7 each) Monitors (1 each) Printers (27 each) Projectors (3 each) Misc. TV, phones (25 each)	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
E-Waste Recycle	

SITE/DEPT	DESCRIPTION
Nutrition Services Facilities Maintenance	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. The governing board of any school district may sell for cash any personal property belonging to the district if the property is unsatisfactory or not suitable for school use as required under Education Code §17545(a)(b), §17546(a)(b)</p> <p>The money received from the sale shall be placed to the credit of the fund from which the original expenditure for the purchase of the property was made or in the general or reserve fund of the District as required under Education Code §17547</p> <p>RECOMMENDATION: It is recommended that the Board of Education approve the auction of the listed items per Education Code section 17545, 17546.</p>

ITEM	SITE/DEPARTMENT	MINIMUM VALUE	DISPOSAL METHOD
2005 Ford Aerostar	Nutrition Services	\$500.00	Auction
2006 Ford Aerostar	Nutrition Services	\$500.00	Auction

2006 Ford Aerostar	Nutrition Services	\$500.00	Auction
1999 Refurbished Trane 100 Ton Chiller	Facilities Maintenance	\$15,000.00	Auction

RECOMMENDED BID AWARDS – PURCHASING

Bid No: 24-0844 Transportation Home-to-School Augmented Services

Bids received: September 5, 2023, 2:00 pm

Recommendation: Multiple Award to: Pawar Transportation, LLC
Everdriven Technologies, LLC

Pursuant to Education Code section 39802, the District seeks to procure the service at the lowest possible price consistent with proper and satisfactory service. The District may award the contract or contracts to other than the lowest bidder. The District also reserves the right, in its sole discretion, to award multiple contracts for services on an as-needed basis to multiple, different bidders.

Combined Anticipated Award Amount: \$2,000,000

Funding Source: ESSER III Funds

BIDDER	BIDDER LOCATION	AMOUNT
Pawar Transportation, LLC	Walnut Creek, CA.	Ambulatory \$140 Flat Day Rate Non-Ambulatory \$140 Flat Day Rate
Everdriven Technologies, LLC	Greenwood Village, CO.	Ambulatory \$70.00 Base/\$2.58 per mile Non-Ambulatory \$70.00 Base/\$2.58 per mile
Hop, Skip, Drive, Inc.	Los Angeles, CA	Ambulatory \$50.00 Base/\$2.50 per mile Non-Ambulatory – No Bid
Adroit Advanced Technologies, Inc.	Houston, TX	Ambulatory \$150 Base/\$2.65 per mile Non-Ambulatory \$72.00 Base/\$2.65 per mile
First Student, Inc.	Cincinnati, OH.	Ambulatory \$71.00 Base/\$2.50 per mile Non-Ambulatory \$111.00 Base/\$2.50 per mile

Bid No: 24-0921 Fixed Asset Valuation

Bids received: September 1, 2023, 2:00 pm

Recommendation: Award to Divot Assets

Funding Source: General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Divot Assets	Arlington, MA	\$42,955
Associated Valuation Services	Modesto, CA	\$140,677

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Cesar Chavez / Edward Kemble New Construction and Modernization

Recommendation: Balfour Beatty / Clark & Sullivan, a joint venture was awarded preconstruction services at the December 15, 2022 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with Balfour Beatty / Clark & Sullivan. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is developed, the construction contract will be submitted to the Board for approval. This request for proposal was publicly advertised on September 26, 2022 and October 3, 2022.

Original Pre-Construction Amount: \$74,810; Measure H Funds

Amendment No. 1 Amount: \$76,836; Measure H Funds (long lead material procurement for Interim Housing); board approved March 2, 2203

Amendment No. 2 Amount: \$535,166; Measure H Funds (long lead material procurement for Interim Housing). Approve Amendment No. 2 for \$535,166; Measure H Funds to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 2 is for securing long lead items on materials as part of this summer's interim housing project including carpet, portable foundation systems, and site utilities pipe and fittings. All work as part of a Lease Leaseback (LLB), including amendments, have bids completed at the sub-contractor level by the LLB entity.

Amendment No. 3 Amount: \$11,246,889; Measure H Funds. Approve Amendment No. 3 for Increment 1 of construction for the Portable Relocation including twenty-two (22) portable classrooms, two (2) restrooms and Admin Office.

Amendment No. 4 Amount: \$(1,588,517); Measure H Funds. Approve Amendment No. 4 for \$(1,588,517) to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 4 revises the Guaranteed Maximum Price (GMP) to remove the CCD #2 allowance line and adds a costs line for DSA approved plans set CCD #2 which includes site work such as building pads, underground utilities, and lime treatment. This extends the GMP until April 2024 for general conditions and requirements as part of the DSA approved plan set CCD#2. This is a deductive cost change to the contract.

New Total Contract Amount: \$10,345,544; Measure H Funds

The cost of construction is currently estimated at \$76,000,000.

Original Contract Completion Date: September 1, 2025

New Contract Completion Date: September 1, 2025

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
John F. Otto dba Otto Construction	Luther Burbank HS Pool Replacement	8/16/23

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				2023	25667	67439	01	
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Accounting Office				Resource Code	Revenue Object Code	34		
Telephone 916-643-9000				7339	8590	INDEX		
Name of Grant Program College and Career Access Pathways Grant						0615		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$100,000		\$100,000		07/01/2023	06/30/2027		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Arthur A. Benjamin Health Professions High School.

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

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95914-5901

California Department of Education Contact Diane Crum		Job Title Education Programs Consultant	
Email Address CCAPgrant@cde.ca.gov		Telephone 916-323-5765	
Signature of the State Superintendent of Public Instruction or Designee 		Date August 25, 2023	
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 Jesse Castillo		Title Assistant Superintendent	
E-mail Address jesse-m-castillo@scusd.edu		Telephone (916) 643-9055	
Signature 		Date 9/17/23	

RECEIVED

AUG 30 2023

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				2023	25667	67439	02
Attention Mr. Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				7339	8590	INDEX	
Name of Grant Program College and Career Access Pathways Grant						0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$100,000		\$100,000		07/01/2023	06/30/2027	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at School of Engineering and Sciences.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
Justin Keithline, Staff Services Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95914-5901							
California Department of Education Contact Diane Crum				Job Title Education Programs Consultant			
Email Address CCAPgrant@cde.ca.gov				Telephone 916-323-5765			
Signature of the State Superintendent of Public Instruction or Designee 				Date August 25, 2023			
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 Jesse Castillo				Title Assistant Superintendent			
E-mail Address jesse-m-castillo@scusd.edu				Telephone (916) 643-9055			
Signature 				Date 9/13/23			

RECEIVED
 AUG 30 2023

AGREEMENT for Delegation of Operation of <input type="checkbox"/>ea		AGREEMENT NUMBER	
		<input type="checkbox"/> 4C5551S0	
1. DELEGATE INFORMATION:		2. ACTIVITY:	
Name: Sacramento City Unified School District		Head Start and Early Head Start	
3. AGREEMENT TERM:	8/1/2023 through 7/31/2024	4. CAT. NO./CFDA:	93.600
5. AWARD AMOUNT:	\$6,455,105.00 HS BASIC, TTA, COLA, QI <input type="checkbox"/> \$316,290.00 EHS BASIC, TTA, COLA, QI <input type="checkbox"/>	6. DUNS#:	060697109
7. TERMS & CONDITIONS:			
The parties agree to comply with all terms and conditions of the Agreement, which consists of this signature page and the following Exhibits, each of which is attached hereto and incorporated herein by reference and made a part hereof. Exhibits A through G contain Delegate-specific terms and conditions that apply only to Delegate's performance of this Agreement; Exhibits H through Q contain general SETA terms, conditions and requirements that apply to any delegates' performance of a delegate agreement, including this Agreement.			
Exhibit A - Resolution Authorizing Execution of Delegate Agency Agreement with the Sacramento Employment and Training Agency Exhibit B - Summary of Federal Funds, Children to be Served, Child-Adult Ratio and Program Options Exhibit C - Budget and Cost Allocation Plan Exhibit D - Special Conditions Exhibit E - Identification of Head Start Centers Exhibit F - Required Report Schedule Exhibit G - Program Area Plan Exhibit H - Head Start Tobacco Free Policy Exhibit I - Policy on Advances Exhibit J - Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures Exhibit K - Davis-Bacon Act Contract Provisions Exhibit L - Insurance Requirements Exhibit M - Policy on Confidentiality of Participant Records Exhibit N - HIV/AIDS Policy Exhibit O - Assurances and Certifications Exhibit P - Memorandum of Understanding Exhibit Q - Standard Conditions to Agreement for Delegation of Operation of Head Start Programs			
DELEGATE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of DELEGATE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve DELEGATE of its obligations with respect to this Agreement, including compliance with the terms, conditions and requirements set forth in the above-listed Exhibits. By executing this Agreement, DELEGATE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed Exhibits.			
IN WITNESS WHEREOF, this Agreement has been <input type="checkbox"/>ate <input type="checkbox"/> an <input type="checkbox"/> execute <input type="checkbox"/> b <input type="checkbox"/> the parties hereto.			
DELEGATE			
Name: Sacramento City Unified School District			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Jesse Castillo, Assistant Superintendent of Business Services			
Address: 5735 47 th Avenue, Sacramento, CA 95824		E-Mail: jesse-m-castillo@scusd.edu	
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Jennifer Hernandez, Executive Director			
Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815		E-Mail:	

***Expenditure of COLA/QI funds under this award shall not commence until SETA is in receipt of the Notice of Award (NOA) from the Department of Health and Human Services/Administration for Children and Families for the grant funds. Once the NOA is received, DELEGATE may invoice for costs incurred beginning August 1, 2023.**

EXHIBIT A

**RESOLUTION AUTHORIZING EXECUTION
OF DELEGATE AGENCY AGREEMENT**

RESOLUTION AUTHORIZING EXECUTION OF DELEGATE AGENCY AGREEMENT
FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
(GOVERNMENTAL ENTITY)

WHEREAS, Sacramento City Unified School District
(Legal Name of Entity),
a California local governmental entity (hereinafter referred to as "DELEGATE"), desires to enter
into an AGREEMENT with the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a
Joint Powers Agency and Head Start Grantee (hereinafter referred to as "SETA"), for the
operation of a Head Start Program under the Head Start Act, 42 U.S.C. Section 9801, et seq., as
amended;

THEREFORE, BE IT RESOLVED THAT the Governing Body of DELEGATE hereby
authorizes the execution of AGREEMENT #24C5551S0 by and between DELEGATE and
SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the
position(s) of:

Title

1. Superintendent
2. Chief Business & Operations Officer
3. Director III, Early Learning and Care Department

is/are hereby authorized on behalf of and in the name of DELEGATE and as its official act and
deed to sign and otherwise enter into AGREEMENT #24C5551S0 with SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the
position(s) of:

Title

1. Superintendent
2. Chief Business & Operations Officer
3. Director III, Early Learning and Care Department

shall be authorized to act on behalf of DELEGATE with respect to this AGREEMENT

#24C5551S0 by and between DELEGATE and SETA and that SETA may rely upon any communication or act, including telephone communication, made by the individuals authorized to act on behalf of DELEGATE pursuant to this resolution; and

BE IT FURTHER RESOLVED THAT the following individuals comprise the entire Governing Body of DELEGATE***:

<u>Name</u>	<u>Address</u>	<u>City, Zip Code</u>
1. <u>Chinua Rhodes</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
2. <u>Lavinia Grace Phillips</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
3. <u>Jasjit Singh</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
4. <u>Tara Jeane</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
5. <u>Christina Pritchett</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
6. <u>Jamee Villa</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
7. <u>Taylor Kayatta</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
8. _____	_____	_____
9. _____	_____	_____

*** Add additional pages if necessary

AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this resolution and the representations contained herein shall remain in full force and effect until written notice of the revocation thereof shall have been received by SETA.

I, Jorge A. Aguilar, Superintendent
(Name/Title)
of Sacramento City Unified School District, a California
(Legal Name of Entity)
local governmental entity, do hereby certify and declare that the foregoing is a full, true and
complete copy of a resolution duly passed and adopted by the Governing Body of said entity at a
meeting of said Body duly and regularly called, noticed and held, at
5735 47th Ave. - Serna Center, on the 18th day of May, 2023, at
which meeting a quorum of the Governing Body was present and a majority of which quorum
voted in favor of said resolution, and that said resolution is now in full force and effect.

I have executed this Resolution on this 18th day of May, 2023.

Sacramento City Unified School District
(Name of Entity)

BY: [Signature]
(Signature)

Jorge A. Aguilar
(Typed Name)

Superintendent
(Title)

EXHIBIT B

**SUMMARY OF FEDERAL FUNDS, CHILDREN TO BE
SERVED, CHILD-ADULT RATIO, AND
PROGRAM OPTIONS**

HEAD START

(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	29.75
(i) Number of classroom operation days per year:	178
(j) Total number of hours per program year (f times i) <i>Note: 129 days at 6.5 hours and 49 days at 3.75 hours for Fridays and HV/Parent Conferences.</i>	1022.25
(k) Number of teachers:	29
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides: Additional Instructional Aides paid for by a blend of state and federal funds will be in the classroom to meet required staff: child ratio	29 <input type="checkbox"/>
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement: remains the same for 2023-24 per FNS	\$ 693,252
(r) Center(s) / Classroom Loc ID (s) in this Option: (29) Abraham Lincoln Bear Flag Bowling Green Chacon Bowling Green McCoy Camellia Earl Warren Edward Kemble Ethel I Baker Ethel Phillips Father Keith B Kenny Golden Empire H.W. Harkness Hiram Johnson James Marshall John Bidwell John Cabrillo John D Sloat John Still Leataata Floyd Lisbon Martin Luther King Jr.	

Nicolas
 Oak Ridge
 Pacific
 Parkway
 Peter Burnett
 Susan B.
 Anthony
 Washington
 Woodbine

Program Information – Program Option 2: LDO: HS-State Collaboration Full Day Year-round	PA 22
(a) Number of children to be enrolled	48
(b) Child/Adult Ratio	8:1
(c) Number of handicapped children to be enrolled:	5
(d) Number of weeks per year that program will operate: First day of class: <u>08/01/2023</u> Last day of class: <u>07/31/2024</u>	48
(e) Number of classes:	2
(f) Number of classroom operation hours per day:	7
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	35
(i) Number of classroom operation days per year:	238
(j) Total number of hours per program year (f times i)	1,666
(k) Number of teachers:	2
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides: Additional Instructional Aides paid for by a blend of state and federal funds will be in the classroom to meet required staff: child ratio	2
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement: remains the same for 2023-24per FNS	\$ 74,513

(r) Center(s) / Classroom Loc ID (s) in this Option: (2)

Elder Creek

Hiram Johnson

Program Information – Program Option 3: LDO: TK/CSPP/HS	PA 22
(a) Number of children to be enrolled	48
(b) Child/Adult Ratio	8:1
(c) Number of handicapped children to be enrolled:	5
(d) Number of weeks per year that program will operate: First day of class: 09/05/2023 Last day of class: <u>06/13/2024</u>	36
(e) Number of classes: 3 co-mingled classes with 6 HS children enrolled 6 co-mingled classes with 5 HS children enrolled	9
(f) Number of classroom operation hours per day:	M-Th 6.5, F-3.75
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	29.75
(i) Number of classroom operation days per year:	178
(j) Total number of hours per program year (f times i) 169 days at 6.5 hours and 9 days (1 Friday per month except for June) at 3.5 hours	1,130
(k) Number of teachers:	9
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides:	9
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement: remains the same for 2023-24 per FNS	\$ 181,764

(r) Center(s) / Classroom Loc ID (s) in this Option: (9)

Earl Warren
 Edward Kemble
 Ethel Phillips
 John Bidwell
 Isador Cohen
 Mark Twain
 Martin Luther King Jr.
 Parkway
 Susan B. Anthony

Summary of Program Options: Head Start	
Center-Based Funded Enrollment:	
Option 1 – Wrap-1 (20 HS/4 non-HS)	580
Option 2 – Full-Day 12 Month, 7 Hours	48
Option 3 – HS/CSPP/TK Collaboration (6 HS in 3 co-mingled classes; 5 HS in 6 co-mingled classes)	48
Total Head Start Funded Enrollment	676

SCUSD
HEAD START PRESCHOOL- Wrap
SCHOOL CALENDAR 2023-2024

2023																				
<p align="center">ONLY CROSS OUT DAYS WHEN CLASSES ARE NOT IN SESSION</p> <p align="center">HEAD START - Wrap 178 SCHOOL DAYS, 36 weeks</p> <p align="center">Fri and HV/Parent conference days at 3.75 hrs per day (blue font)</p> <p align="center">129 days at 6.5 hours and 49 days at 3.75 hours (Total – 1022.25 hours)</p>	August (0)							September (19)												
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa						
			1	2	3	4	5						1	2						
	6	7	8	9	10	11	12	3	4	5	6	7	8	9						
	13	14	15	16	17	18	19	10	11	12	13	14	15	16						
	20	21	22	23	24	25	26	17	18	19	20	21	22	23						
27	28	29	30	31			24	25	26	27	28	29	30							
October (22)							November (16)							December (16)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						
2024																				
January (17)							February (19)							March (16)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
April (22)							May (22)							June (9)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
JULY (0)																				
Su	Mo	Tu	We	Th	Fr	Sa														
	1	2	3	4	5	6														
7	8	9	10	11	12	13														
14	15	16	17	18	19	20														
21	22	23	24	25	26	27														
28	29	30	31																	

SCUSD

HEAD START PRESCHOOL - FULL-DAY
SCHOOL CALENDAR 2023-2024

2023																				
ONLY CROSS OUT DAYS WHEN CLASSES ARE NOT IN SESSION HEAD START - Full-day 238 School days, 48 weeks, 7 hours per day Total - 1666 hours	August (23)							September (20)												
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa						
			1	2	3	4	5						1	2						
	6	7	8	9	10	11	12	3	4	5	6	7	8	9						
	13	14	15	16	17	18	19	10	11	12	13	14	15	17						
	20	21	22	23	24	25	26	18	19	20	21	22	23	24						
27	28	29	30	31			25	26	26	27	28	29	30							
October (22)							November (16)							December (16)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						
2024																				
January (17)							February (19)							March (19)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
April (22)							May (22)							June (20)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
JULY (22)																				
Su	Mo	Tu	We	Th	Fr	Sa														
	1	2	3	4	5	6														
7	8	9	10	11	12	13														
14	15	16	17	18	19	20														
21	22	23	24	25	26	27														
28	29	30	31																	

SCUSD

HEAD START PRESCHOOL - SCSPPT COLLABORATION
SCHOOL CALENDAR 2023-2024

2023																				
<p>ONLY CROSS OUT DAYS WHEN CLASSES ARE NOT IN SESSION</p> <p>HS/CSPP/TK Collaboration 178 SCHOOL DAYS, 36 weeks 169 days at 6.5 hours and 9 days (1 Friday per month except for June) at 3.5 hours (Total = 1130 hours)</p>	August (0)						September (19)													
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa						
			1	2	3	4	5						1	2						
	6	7	8	9	10	11	12	3	4	5	6	7	8	9						
	13	14	15	16	17	18	19	10	11	12	13	14	15	17						
	20	21	22	23	24	25	26	18	19	20	21	22	23	24						
27	28	29	30	31			25	26	26	27	28	29	30							
October (22)							November (16)						December (16)							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						
2024																				
January (17)							February (19)						March (16)							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
April (22)							May (22)						June (9)							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
JULY (0)																				
Su	Mo	Tu	We	Th	Fr	Sa														
	1	2	3	4	5	6														
7	8	9	10	11	12	13														
14	15	16	17	18	19	20														
21	22	23	24	25	26	27														
28	29	30	31																	

EXHIBIT B

**SUMMARY OF FEDERAL FUNDS, CHILDREN TO BE
SERVED, CHILD-ADULT RATIO, AND
PROGRAM OPTIONS**

EARLY HEAD START

**SUMMARY OF FEDERAL FUNDS, CHILDREN TO BE SERVED,
CHILD-ADULT RATIO, AND PROGRAM OPTIONS**
EARLY HEAD START

Delegate: Sacramento City Unified School District

Street Address: 5735 47th Avenue **City:** Sacramento **Zip:** 95824

Head Start Director's Name: Melissa Sigars **Phone:** 916-643-7850

Policy Council Chairperson: Sara Scott **Phone:** 916-696-9841

Street Address: 1437 Kitchner Road **City:** Sacramento **Zip:** 95822

Federal Share:

PA 25 (EHS Basic)	\$ 286,400
PA 25 (EHS T/TA)	\$ 7,500
PA 25 (EHS COLA)	\$ 16,038
PA 11 (EHS QI)	\$ 6,352

Local Share:

(25% of total Federal share or 20% of total program cost) \$ 79,073

Total Program Costs: \$ 395,363

Use one chart per program option for *each group of children served in different hours of service.*

Program Information – Center Based	PA 25
(a) Number of children to be enrolled	16
(b) Child/Adult Ratio	4/1
(c) Number of handicapped children to be enrolled:	2
(d) Number of weeks per year that program will operate: First day of class: 8/1/2023 Last day of class: 7/31/2024	48
(e) Number of classes:	2
(f) Number of classroom operation hours per day:	8
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	40

EXHIBIT B

(i) Number of classroom operation days per year:	238
(j) Total number of hours per program year (f times i)	1904
(k) Number of teachers:	6
(l) Number of teacher hours per week:	8
(m) Number of double sessions (same HS teacher in AM and PM class):	NA
(n) Number of paid teacher aides:	3
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement: remains the same for 2023-24 per FNS	\$ NA
(r) Center(s) / Classroom Loc ID (s) in this Option: American Legion (loc id- TBD) Elder Creek (loc id- TBD)	

Summary of Program Options: Early Head Start	
Center-Based Funded Enrollment:	
Option 1 - Center-based	16
Total Head Start Funded Enrollment	16

**SACRAMENTO CITY USD
EARLY HEAD START
SCHOOL CALENDAR 2023-2024**

2023																				
ONLY CROSS OUT DAYS WHEN CLASSES ARE <u>NOT</u> IN SESSION Early Head Start 238 School days, 48 weeks, 8 hours per day Total - 1904 hours	August (23)							September (20)												
	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa						
			1	2	3	4	5						1	2						
	6	7	8	9	10	11	12	3	4	5	6	7	8	9						
	13	14	15	16	17	18	19	10	11	12	13	14	15	17						
	20	21	22	23	24	25	26	18	19	20	21	22	23	24						
27	28	29	30	31			25	26	26	27	28	29	30							
October (22)							November (16)							December (16)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						
2024																				
January (17)							February (19)							March (19)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
April (22)							May (22)							June (20)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
JULY (22)																				
Su	Mo	Tu	We	Th	Fr	Sa														
	1	2	3	4	5	6														
7	8	9	10	11	12	13														
14	15	16	17	18	19	20														
21	22	23	24	25	26	27														
28	29	30	31																	

EXHIBIT C

BUDGET AND COST ALLOCATION PLAN

HEAD START AND EARLY HEAD START

HEAD START-EARLY HEAD START BUDGET

Agreement # 24C5551S0/FY 2023-24

Budget Period: From 8/01/2023 To 7/31/2024

Grantee/Delegate: Sacramento City Unified School District

City: Sacramento

Zip Code: 95824 Phone: 916-643-7850

Program contact: Melissa Sigars, Head Start Director

Chair: Sara Scott

HEAD START					EARLY HEAD START				
# of children enrolled: 676		# of Class Sites: 32			# of children enrolled: 16		# of Class Sites: 2		
# of handicapped: 68		# of Classes: 40			# of handicapped: 2		# of Classes: 2		
Cost Categories	Head Start Basic	Head Start TA	Head Start Total	Head Start * Non-Federal	EHS Basic	EHS TA	EHS Total	EHS * Non-Federal	Total
Personnel see attached Schedule A. Personnel	\$ 2,715,530	\$ -	\$ 2,715,530	\$ 1,277,612	\$ 137,299	\$ -	\$ 137,299	\$ 63,395	\$ 2,852,829
Fringe Benefits See attached Schedule B - @ approx.	\$ 2,457,805	\$ -	\$ 2,457,805	\$ 201,868	\$ 67,270	\$ -	\$ 67,270	\$ 10,080	\$ 2,525,075
Travel see attached Schedule C. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment see attached Schedule D. Equipment	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Supplies see attached Schedule E. Supplies	\$ 153,396	\$ -	\$ 153,396	\$ -	\$ 51,416	\$ -	\$ 51,416	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other see attached Schedule H. Other	\$ 274,137	\$ 30,215	\$ 304,352	\$ -	\$ 21,373	\$ 7,263	\$ 28,636	\$ -	\$ -
TOTAL DIRECT CHARGES	\$ 5,700,868	\$ 30,215	\$ 5,731,083	\$ 1,479,480	\$ 277,358	\$ 7,263	\$ 284,621	\$ 73,475	\$ 6,015,704
Indirect Charges 3.26%	\$ 185,848	\$ 985	\$ 186,833		\$ 9,042	\$ 237	\$ 9,279		\$ 196,112
TOTAL	\$ 5,886,717	\$ 31,200	\$ 5,917,917	\$ 1,479,480	\$ 286,400	\$ 7,500	\$ 293,900	\$ 73,475	\$ 6,211,816

Schedule A-1 Personnel Detail

Sacramento City Unified School District

Qty	Title	Hrly Rate	Hrs/Wk	Wks/Yr	Annual	%	HS - Basic	HS - T/TA	EHS - Basic	EHS - T/TA	NFS - HS	NFS - EHS	HSES Class	FTE	variance
Program Design Management															
1	Director III	\$81.22	40	44.6	144,896	30%	43,469						13	0.30	-\$101,427
1	Coordinator	\$64.12	40	44.6	114,383	25%	28,596						14	0.25	-\$85,787
1	Coordinator	\$61.74	40	44.6	110,148	25%	27,537						14	0.25	-\$82,611
1	Coordinator	\$52.91	40	52	110,058	25%	27,515						14	0.25	-\$82,544
4	Subtotal	\$65.00			\$479,485		\$127,116	\$0	\$0	\$0	\$0	\$0		1.05	-\$352,369
Program Design Support															
1	Parent Advisor	\$27.23	40	43.2	47,056	50%	23,528						11	0.50	-\$23,528
1	School Community Liaison	\$19.33	40	38.4	29,691	50%	14,846						11	0.50	-\$14,846
1	Specialist	\$24.77	40	52	51,520	45%	23,184						16	0.45	-\$28,336
1	Specialist	\$23.85	40	52	49,600	45%	22,320						16	0.45	-\$27,280
1	Specialist	\$26.18	40	52	54,460	45%	24,507						16	0.45	-\$29,953
1	Specialist	\$21.55	40	52	44,830	45%	20,174						16	0.45	-\$24,657
1	Specialist	\$21.87	40	52	45,480	45%	20,466						16	0.45	-\$25,014
1	Specialist	\$22.36	40	52	46,510	10%	4,651		16,279				16	0.10	-\$25,581
1	Specialist	\$22.36	40	52	46,510	15%	6,977		4,651				16	0.15	-\$34,883
1	Specialist	\$23.70	40	52	49,303	15%	7,395		4,930				16	0.15	-\$36,977
1	Data Technician	\$28.35	40	52	58,978	30%	17,693		5,898				18	0.30	-\$35,387
1	Program Technician	\$24.98	40	52	51,960	60%	31,176		10,392				17	0.60	-\$10,392
1	Program Technician	\$25.26	40	52	52,548	10%	5,255						17	0.10	-\$47,293
1	Clerk II	\$15.06	40	52	31,331	50%	15,666						16	0.50	-\$15,666
1	Clerk III	\$22.57	40	52	46,948	0%	-						16	-	-\$46,948
20	Subtotal	\$23.30			\$1,296,268		\$237,837	\$0	\$42,150	\$0	\$0	\$0		5.15	-\$1,016,282
Child Health and Development															
1	Coordinator	\$64.61	40	44.6	115,259	25%	28,815						1	0.25	-\$86,444
1	Clinician PSY Social Worker	\$77.95	40	36.2	\$112,878	25%	28,220						6	0.25	-\$84,659
1	Clinician PSY Social Worker	\$77.95	40	36.2	\$112,878	25%	28,220		\$28,220				6	0.25	-\$56,439
1	CC Nurse	\$34.86	40	44.6	\$62,191	40%	24,876						6	0.40	-\$37,315
1	CC Nurse	\$27.93	40	44.6	\$49,819	40%	19,928						6	0.40	-\$29,891
1	Instructional Coach	\$35.95	40	36.2	\$52,049	45%	23,422						15	0.45	-\$28,627
29	CD Teachers HS/ST Wrap	\$58.24	40	36.2	\$2,445,766	45%	1,100,595				1,277,612		2	13.05	-\$67,559
2	CD Teachers HS/ST Full Day 7hrs 12 mo	\$71.63	40	44.6	\$255,582	45%	115,012						2	0.90	-\$140,570
9	TK Teachers HS/CSPP/TK	\$57.46	40	36.2	\$748,783	25%	187,196						2	2.25	-\$561,587
1	CD Teacher Utility 8hr 10 mo	\$58.05	40	36.2	\$84,055	25%	21,014						2	0.25	-\$63,041
1	Nurse (Infant/Toddler)	\$36.43	40	44.6	\$65,000	33%			\$21,450				6	0.33	-\$43,550
48	Subtotal	\$54.64			\$4,104,260		\$1,577,296	\$0	\$49,670	\$0	\$1,277,612	\$0		18.78	-\$1,199,683
Child Health and Development classified															
29	Instructional Aide- HS/ST Wrap 7hr 10 mo	\$23.55	35	38.4	917,789	45%	413,005						5	11.42	-\$504,784
2	Instructional Aide- HS/ST Full Day 7hr 12 mo	\$22.58	35	52	82,188	45%	36,985						5	0.79	-\$45,203
29	CCA Wrap 6hr 10 mo	\$17.48	30	38.4	583,984	45%	262,793						9	9.79	-\$321,191
2	CCA Full Day 7hr 12 mo	\$14.72	35	52	53,591	45%	24,116						9	0.79	-\$29,475
2	CCA Full Day 3hr 12 mo	\$14.40	12	52	17,971	45%	8,087						9	0.27	-\$9,884
9	CCA HS/CSPP/TK 3hr 10 mo	\$15.92	15	38.4	82,534	25%	20,634						9	0.84	-\$61,901
2	Instructional Aide- Utility 7hr 10 mo	\$11.40	35	38.4	30,650	25%	7,663						5	0.44	-\$22,988
1	Family Advocate (Infant/Toddler)	\$14.80	40	38.4	45,480	100%			45,480				11	1.00	\$0
3	Caregiver (Infant/Toddler)	\$48.61	40	38.4	149,328	0%						47,714	2	-	-\$101,614
3	Instructional Aide (Infant/Toddler)	\$45.16	35	38.4	121,392	0%						15,681	5	-	-\$105,711
3	CCA 3hs 10mo (Infant/Toddler)	\$36.97	15	38.4	42,588	0%							5	-	-\$42,588
85	Subtotal	\$24.15			\$2,127,495		\$773,281	\$0	\$45,480	\$0	\$0	\$63,395		25.33	-\$1,245,339
157	Grand Total				\$ 8,007,508		\$ 2,715,530	\$ -	\$ 137,299	\$ -	\$ 1,277,612	\$ 63,395		50.31	-\$3,813,672

Schedule A. HS Personnel

Agency: Sacramento City Unified School District

FY: 2023-24

Program: Basic & TTA

HSES Line Item (class)		Number of Persons Employed	Cost for Program Operations	Cost for Training & TA	Non- Federal Share
Child Health and Development					
1	Program Managers & Content Area Experts Coordinator Angelle Carson	0.25	28,815	-	-
	Includes program managers, supervisors, and content experts in child development, health, mental health nutrition, and disabilities services. Include home-based and family child care supervisors.				
2	Teachers/Infant Toddler Teachers	16.45	1,423,816	-	1,277,612
	include all teachers, infant and toddler.				
3	Family Child Care Personnel	0.00	-	-	-
	Includes family child care staff if they are agency employees. If providers are not agency employees, enter costs under item (f)(6) or (h)(7).				
4	Home Visitors	0.00	-	-	-
5	Teacher Aides & Other Education Personnel	12.64	457,652	-	-
6	Health/Mental Health Services Personnel	1.09	101,243	-	-
	Includes nurses, health service aides, speech therapists, mental health staff and other health services personnel.				
7	Disabilities Services Personnel	0.00	-	-	-
8	Nutrition Services Personnel	0.00	-	-	-
	includes nutritionists, cooks, and other food services staff.				
9	Other Child Services Personnel	11.69	315,629	-	-
	include any personnel that provide services to children that cannot be reported in any other category.				
Family and Community Partnerships					
10	Program Managers & Content Area Experts	0.00	-	-	-
	Include program managers, coordinators, supervisors, and content experts in parent involvement, social services, volunteer coordination, or other family and community partnership activities.				
11	Other Family & Community Partnerships Personnel	0.92	38,374	-	-
	Include social workers, family service workers, social services aides, parent involvement aides, and other family and partnerships staff.				
Program Design and Management					
12	Executive Director/Other Supervisor of HS Director	0.00	-	-	-
13	Head Start / Early Head Start Director	0.30	43,469	-	-
14	Managers	0.75	83,647	-	-
15	Staff Development Vacant	0.45	23,422	-	-
16	Clerical Personnel	2.67	145,339	-	-
17	Fiscal Personnel	0.54	36,431	-	-
18	Other Administrative Personnel	0.23	17,693	-	-
Other					
19	Maintenance Personnel	0.00	-	-	-
20	Transportation Personnel	0.00	-	-	-
21	Other Personnel	0.00	-	-	-
TOTAL PERSONNEL		47.99	2,715,530	-	1,277,612

Schedule A. EHS Personnel

Agency: Sacramento City Unified School District

FY: 2023-24

Program: Basic & TTA

HSES Line Item (class)		Number of Persons Employed	Cost for Program Operations	Cost for Training & TA	Non- Federal Share
Child Health and Development					
1	Program Managers & Content Area Experts	0.00	-	-	-
	Includes program managers, supervisors, and content experts in child development, health, mental health nutrition, and disabilities services. Include home-based and family child care supervisors.				
2	Teachers/Infant Toddler Teachers	0.00	-	-	47,714
	Include all teachers, infant and toddler.				
3	Family Child Care Personnel	0.00	-	-	-
	Includes family child care staff if they are agency employees. If providers are not agency employees, enter costs under item (f)(6) or (h)(7).				
4	Home Visitors	0.00	-	-	-
5	Teacher Aides & Other Education Personnel	0.00	-	-	15,681
6	Health/Mental Health Services Personnel	0.54	49,670	-	-
	Includes nurses, health service aides, speech therapists, mental health staff and other health services personnel.				
7	Disabilities Services Personnel	0.00	-	-	-
8	Nutrition Services Personnel	0.00	-	-	-
	Includes nutritionists, cooks, and other food services staff.				
9	Other Child Services Personnel	0.00	-	-	-
	Include any personnel that provide services to children that cannot be reported in any other category.				
Family and Community Partnership					
10	Program Managers & Content Area Experts	0.00	-	-	-
	Include program managers, coordinators, supervisors, and content experts in parent involvement, social services, volunteer coordination, or other family and community partnership activities.				
11	Other Family & Community Partnerships Personnel	1.08	45,480	-	-
	Include social workers, family service workers, social services aides, parent involvement aides, and other family and partnerships staff.				
Program Design and Management					
12	Executive Director/Other Supervisor of HS Director	0.00	-	-	-
13	Head Start/Early Head Start Director	0.00	-	-	-
14	Managers	0.00	-	-	-
15	Staff Development	0.00	-	-	-
16	Clerical Personnel	0.48	25,860	-	-
17	Fiscal Personnel	0.16	10,392	-	-
18	Other Administrative Personnel	0.08	5,898	-	-
Other					
19	Maintenance Personnel	0.00	-	-	-
20	Transportation Personnel	0.00	-	-	-
21	Other Personnel	0.00	-	-	-
TOTAL PERSONNEL		2.33	137,299	-	63,395

Class	Total FTE	HS FTE	HS T/TA	EHS FTE	EHS T/TA	HS Amt	HS T/TA Amt	EHS Amt	EHS T/TA Amt	Total Amt	HS In-kind	EHS In-kind	
1	0.25	0.25	-	-	-	28,814.75	-	-	-	28,815	-	-	Program Managers & Content Area Experts
2	16.45	16.45	-	-	-	1,423,816.10	-	-	-	1,423,816	1,277,612	47,714	Teachers/Infant Toddler Teachers
3	-	-	-	-	-	-	-	-	-	-	-	-	- Family Child Care Personnel
4	-	-	-	-	-	-	-	-	-	-	-	-	- Home Visitors
5	12.64	12.64	-	-	-	457,652.15	-	-	-	457,652	-	15,681	Teacher Aides & Other Education Personnel
6	1.63	1.09	-	0.54	-	101,243.00	-	49,670	-	150,913	-	-	- Health/Mental Health Services Personnel
7	-	-	-	-	-	-	-	-	-	-	-	-	- Disabilities Services Personnel
8	-	-	-	-	-	-	-	-	-	-	-	-	- Nutrition Services Personnel
9	11.69	11.69	-	-	-	315,629.20	-	-	-	315,629	-	-	- Other Child Services Personnel
10	-	-	-	-	-	-	-	-	-	-	-	-	- Program Managers & Content Area Experts
11	2.00	0.92	-	1.08	-	38,373.50	-	45,480	-	83,854	-	-	- Other Family & Community Partnerships Personnel
12	-	-	-	-	-	-	-	-	-	-	-	-	- Executive Director/Other Supervisor of HS Director
13	0.30	0.30	-	-	-	43,468.80	-	-	-	43,469	-	-	- Head Start / Early Head Start Director
14	0.75	0.75	-	-	-	83,647.25	-	-	-	83,647	-	-	- Managers
15	0.45	0.45	-	-	-	23,422.05	-	-	-	23,422	-	-	- Staff Development
16	3.15	2.67	-	0.48	-	145,338.95	-	25,860	-	171,199	-	-	- Clerical Personnel
17	0.70	0.54	-	0.16	-	36,430.80	-	10,392	-	46,823	-	-	- Fiscal Personnel
18	0.30	0.23	-	0.08	-	17,693.40	-	5,898	-	23,591	-	-	- Other Administrative Personnel
19	-	-	-	-	-	-	-	-	-	-	-	-	- Maintenance Personnel
20	-	-	-	-	-	-	-	-	-	-	-	-	- Transportation Personnel
21	-	-	-	-	-	-	-	-	-	-	-	-	- Other Personnel
	50.31	47.99	-	2.33	-	2,715,529.95	-	137,299.10	-	2,852,829.05	1,277,612.00	63,395.00	

95%

5%
50.31

Schedule B - Fringe Benefits

Agency Sacramento City Unified School District

FY 2023-24

Basic & TTA

HSES Line Item	%	Description	Head Start		Early Head Start		Head Start	Early Head Start
			Basic	T&TA	Basic	T&TA	NFS	NFS
1	7.65%	Social Security	207,738	-	10,503	-	97,126	4,850
	1.00%	Unemployment Insurance	27,155	-	1,373	-	12,696	634
	3.75%	Worker's Comp Insurance	101,832	-	5,149	-	47,610	2,377
	1.50%	Medicare/State Disability	75,000	-	2,059	-	19,044	951
Total Line 1			\$ 411,726	\$ -	\$ 19,085	\$ -	\$ 176,476	\$ 8,812
2	1.00%	Health/Dental/Vision/Life/OPEB Certificated	566,815	-	-	-	12,696	634
	1.00%	Health/Dental/Vision/Life/OPEB Classified	863,792	-	32,258	-	12,696	634
Total Line 2			\$ 1,430,608	\$ -	\$ 32,258	\$ -	\$ 25,392	\$ 1,268
3		Retirement 19.10% & 26.10%	615,472	-	15,927	-	-	-
Total Line 3			\$ 615,472	\$ -	\$ 15,927	\$ -	\$ -	\$ -
4		Other Fringe	-	-	-	-	-	-
Total Line 4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fringe			\$ 2,457,805	\$ -	\$ 67,270	\$ -	\$ 201,868	\$ 10,080

Admin Allocation	
HS	EHS
4.86%	4.20%

*The default Admin Allocation percentages for Fringe Benefits are calculated based on the data entered in the Personnel section of the Line Item Budget.

Schedule C - Out-Of-State Travel

Agency Sacramento City Unified School District

FY 2023-24

Program Basic & TTA

# Staff/Parent	Description	Basic	T & TA
	HEAD START TOTAL	\$ -	\$ -
	EARLY HEAD START TOTAL	\$ -	\$ -
		0	
	Total Travel	\$ -	\$ -

Schedule D - Equipment

Agency Sacramento City Unified School

FY 2023-24

Program Basic & TTA

HSES Line Item	Description	Head Start		Early Head Start		Head Start	Early Head Start
		Basic	T&TA	Basic	T&TA	NFS	NFS
1	Office Equipment						
Total Line 1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Classroom/Outdoor/Home-based	100,000					
Total Line 2		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
3	Vehicle Purchase						
Total Line 3		\$ -	\$ -	\$ -	\$ -	0	0
4	Other Equipment						
Total Line 4		\$ -	\$ -	\$ -	\$ -	0	0
Total Equipment		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -

Any tangible, non-expendable, personal property charged directly to an award that has a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Schedule E - Supplies

Agency Sacramento City Unified School District

FY 2023-24

Program Basic & TTA

HSES Line Item	Description	Head Start		Early Head Start		Head Start	Early Head Start
		Basic	T&TA	Basic	T&TA	NFS	NFS
1	Office Supplies	90,000		19,416			
Total Line 1		\$ 90,000	\$ -	\$ 19,416	\$ -	\$ -	\$ -
2	Child and Family Services Supplies	40,000		13,000			
Total Line 2		\$ 40,000	\$ -	\$ 13,000	\$ -	\$ -	\$ -
3	Food Services Supplies	2,396		6,000			
Total Line 3		\$ 2,396	\$ -	\$ 6,000	\$ -	0	0
4	Other Supplies	21,000		13,000			
Total Line 4		\$ 21,000	\$ -	\$ 13,000	\$ -	0	0
Total Supplies		\$ 153,396	\$ -	\$ 51,416	\$ -	\$ -	\$ -

HSES Line Item	Description	Head Start		Early Head Start		Head Start	Early Head Start
		Basic	T&TA	Basic	T&TA	NFS	NFS
1	Depreciation /Use Allowance						
Total Line 1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Rent						
Total Line 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Mortgage						
Total Line 3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Utilities, Telephone						
Total Line 4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Building and Child Liability Insurance						
Total Line 5		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Building Maint. / Repair & Other Occp.	35,000					
Total Line 6		\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
7	Incidental Alterations/Renovations						
Total Line 7		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Local Travel	20,000	154	3,573	2,037		
Total Line 8		\$ 20,000	\$ 154	\$ 3,573	\$ 2,037	\$ -	\$ -
9	Nutrition Services	3,500			648		
Total Line 9		\$ 3,500	\$ -	\$ -	\$ 648	\$ -	\$ -
10	Child Services Consultants	5,000		3,000	500		
Total Line 10		\$ 5,000	\$ -	\$ 3,000	\$ 500	\$ -	\$ -
11	Volunteers	4,000					
Total Line 11		\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -
12	Substitutes (if not paid benefits)	179,000	-	4,800	2,500		
Total Line 12		\$ 179,000	\$ -	\$ 4,800	\$ 2,500	\$ -	\$ -
13	Parent Services	5,000					
Total Line 13		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
14	Accounting and Legal Services						
Total Line 14		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Publications/Advertising/Printing	5,000					
Total Line 15		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
16	Training or Staff Development	4,637					
	<i>Creative Curriculum Training & materials/supplies needed</i>			8,000			
	<i>DRDP Trainings</i>			2,000			
	<i>SIDS and Safe Sleep Trainings</i>				-		
	<i>Develop training materials as flyers & pamphlets</i>				500		
	<i>Parent Conferences with staff attendance</i>			3,000			
	<i>Partners for a Healthy Baby- Fees</i>				1,000		
	<i>ERSEA support training</i>		1,000				
	<i>Effective Leadership</i>		3,000				
	<i>CLASS and ECERS Independent Assessors</i>		4,500				
	<i>Preschool CLASS Assessors Training and recertification</i>		1,200				
	<i>Policy Committee Training & Workshops</i>		1,500				
	<i>Staff Conferences</i>		1,200				
	<i>Social Emotional Educating Curriculum</i>		2,000				
	<i>Compassionate Dialogue and Equity</i>		2,000				
	<i>Classroom Behavior Management</i>		2,000				
	<i>Creative Curriculum Training & materials/supplies needed</i>		6,000				
	<i>Instructional Coaching</i>		3,500				
	<i>Parent Education - Ready Rosie</i>		1,000				
	<i>Learning Genie</i>		1,161		78		
Total Line 16		\$ 4,637	\$ 30,061	\$ 10,000	\$ 1,578	\$ -	\$ -
17	Other	13,000					
	<i>carryover funds PY 2020-21 \$498,080</i>						
	<i>carryover funds PY 2021-22 \$206,308</i>						
Total Line 17		\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other		\$ 274,137	\$ 30,215	\$ 21,373	\$ 7,263	\$ -	\$ -

	Head Start			Early Head Start		
	Basic	TA	NFS	Basic	TA	NFS
Personnel	194,057	-	-	8,430	-	-
Fringe Benefits	119,443	-	9,810	2,826	-	423
Travel	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Supplies	11,100	-	-	3,242	-	-
Contractual	-	-	-	-	-	-
Construction None	-	-	-	-	-	-
Other	-	-	-	-	-	-
Indirect Charges 100%	185,848	985	-	9,042	237	-
TOTAL	\$ 510,449	\$ 985	\$ 9,810	\$ 23,539	\$ 237	\$ 423

Total Admin Cost \$ 521,244
Head Start Admin % 7.05%

Total Admin Cost \$ 24,199
Early Head Start Admin % 6.59%

Sacramento City Unified School District

Head Start Budget Narrative

2023-2024

Basic and TTA Total- \$5,917,917

Personnel - \$2,715,530

Instructional staff who teach in Head Start and State CSPP wrap and full-day programs are funded 45% Head Start and 55% State CSPP. For fiscal year 2023 - 2024, the teachers in the nine CSPP/HS/TK collaboration classes will be funded by a blend of state and federal funds together with 25% of the Child Care Attendant salaries being funded from Head Start funds and the remaining classroom instructional aides salaries and benefits being 100% contributed by District revenue. All other personnel in the Head Start program are funded with a blend of state and federal funds.

The Child Development Director, Coordinators, Nurses, and Social Workers offer assistance and support to students and their families, as well as overseeing and supporting all other program personnel. The one funded Utility Teacher will help provide additional support and assistance to all of the Head Start funded classes when needed, which includes class coverage to meet ratio. Clerical staff are responsible for a wide variety of duties including purchasing supplies for classroom and department use, student registration and attendance, payroll and department finance. Clerical staff are also responsible for assisting teachers in reporting student data.

The 29 locally designed center-based wrap option run 10 months per year for 6.5 hours, Monday-Thursday and 3 hours on Fridays. HS/TK collaboration will operate 6.5 hours per day, five days per week for 10 months. The two locally designed full-day options operate as 12- month programs that runs Monday – Friday, 7 hours per day.

Fringe Benefits - \$ 2,474,805

The retirement contribution percentages for the 2023-2024 fiscal year will not change for Sacramento City Unified School District employees. The STRS and the PERS rates will remain the same from 2022-2023, 19.10% and 26.10%.

Sacramento City Unified School District

Head Start Budget Narrative

2023-2024

Overall, the average cost of health insurance will increase for the 2023-2024 fiscal year. The estimated average health and welfare expense for SCTA members will increase from \$31,105 to \$36,800 and the average rate for SEIU staff will increase from \$28,800 to \$31,250. All 2023-2024 fixed charges will increase, and the amounts are based on current Social Security, Medicare, Unemployment Insurance and Workers' Compensation percentages.

Equipment- \$100,000

\$100,000 has been allocated for fiscal year 2023-24 for the purchase of equipment. Equipment is defined as any tangible, non-expendable and personal property with a cost of more than \$5,000 per unit. The purchase of outdoor equipment including replacement playground structures at Bowling Green McCoy, as well as, permanent shade structures at Lisbon will be included in the equipment purchases. Additional outdoor equipment such as, water fountain replacements and outdoor fencing, are also planned to be included in our project requests for the upcoming fiscal year.

Supplies - \$153,396

Supplies include all instructional and non-instructional items for 40 classes, the central office and one registration center located adjacent to the central office. Consumable and classroom supplies purchased ensure that classrooms are well equipped and that children have age appropriate curriculum and materials available to them. Supplies include but are not limited to the following:

Office Supplies and Non-Instructional Supplies - These are considered to be any supplies needed and utilized by staff in the classroom, central office, and at the registration center, such as pens, pencils, paper, calculators, scissors, staplers, notepads, ink cartridges and rulers.

Child Services Supplies - This includes various crayons, tempera paint, construction paper, moon sand, pattern blocks, tubs of animals, sight word games, ethnic puppets and dolls, puzzles, curriculum flash cards, yoga activity cards, geometric boards, word magnets, science kits, and action games. Supplies must also be age-appropriate to meet the needs of children with disabilities. All toys must support children with hearing, language, visual and mental impairments.

Sacramento City Unified School District

Head Start Budget Narrative

2023-2024

Family Services Supplies – Five dollars per student is allocated to all classrooms for the parent activity fund. An activity is selected and voted for by the parents at that site location. Parent activity participation in the activity allows for group participation of the parents.

Materials and supplies are provided to the parents for use in meetings, trainings and workshops. These materials can include flyers, local community information, forms, folders and/or binders.

Other Supplies – Custodial supplies include toilet paper, toilet seat covers, hand towels, hand soap, laundry soap, gloves, carpet cleaner, vacuum bags, floor stripper and wax, disinfectant cleaner for surfaces and trash can liners. Door and floor mats, buckets, brooms, mops and all custodial items necessary to provide a clean, safe and healthy environment.

Banners, posters and post cards in multiple languages, will be placed in neighborhood stores, school site offices, small businesses and other locations as part of the student recruitment process. Post cards providing program information in multiple languages are also mailed to homes in the targeted area zip codes.

Medical and health supplies are typically comprised of toothbrushes, toothpaste, surgical masks and general first aid supplies. Disaster preparedness kits are provided to each class and refreshed as needed. Medical boxes are provided to secure medications and zip lock bags, batteries, gloves, tongue depressors and eye charts are provided.

Food Services Supplies- This includes all necessary supplies related to family style meals including flatware, utensils, tongs, plates, cups, serving pitchers, serving spoons.

Other - \$274,137

Building and Maintenance Repair - Funds are expended for the maintenance and upkeep of the classrooms and centers, with a specific focus on health and safety. Some common repairs are flooring repairs, playground equipment repair, HVAC repair, and bathroom plumbing. All maintenance charges are determined by both the district maintenance employees' salary and

Sacramento City Unified School District

Head Start Budget Narrative

2023-2024

benefits, as well as, the cost of the materials used for the repair. Large work order requests are presented to outside community contractors for bid.

Local Travel Mileage - Staff are reimbursed for the use of their personal vehicle while performing home visits, travel between sites and to attend meetings. Parents who attend Policy Committee meetings as well as all other meetings that pertain to the Head Start program are reimbursed for mileage at the current reimbursement rate, which is set by the Internal Revenue Service.

Nutrition Services and Federal Free and Reduced Meal Program (CACFP) - CACFP is operated by the SCUSD Nutrition Services Department that provides breakfast, lunch and snacks for the children. Meals are required to be eaten family style at the centers and the adult meals are paid for by the Head Start budget.

Child Services Consultants/Service Agreements – Health and wellbeing is the primary focus in the cost category of services to children. A variety of services is provided including medical, dental and vision screenings. Laundry services, contracted to a private company, are provided weekly for all Head Start classes that do not have a washer and dryer on site.

Contracts are created with district and non-district providers for services such as consultant to provide services in the area of health, services that provide document shredding for student and parent personal information, equipment repair for refrigerators, washers, dryers and dishwashers, memberships and dues.

Volunteers- includes social-work interns, additional classroom volunteers, and parent volunteers.

Substitutes - Funding is allocated to cover the cost of classroom substitutes for the position of teacher, instructional aide and childcare attendant.

Parent Services - Items such as bus passes are purchased for parents that do not drive so they can be engaged in meaningful program activities. Parents may also submit childcare expenses for reimbursement while attending Head Start meetings.

Sacramento City Unified School District

Head Start Budget Narrative

2023-2024

Printing/Duplication of materials – Services at the school district bulk printing office may include the printing of parent handbooks, brochures and monthly Policy Council meeting flyers, as well as fiscal and community information. Registration forms, health forms, emergency cards and evaluation forms are just a few of the many program forms that are duplicated or printed annually.

Other items- Licensing fees and permits are paid annually per site and calculated by the number of children at each site, other fees are also paid for Fire Department alarm permits and building safety inspections.

Equipment rental, which covers a percentage of the expense, for SCUSD's rented copiers at the central office, the registration center and school sites whenever teachers use the equipment.

Staff Development – includes additional costs associated with training and staff development in the 2023-24 fiscal year including training location costs, handouts, pamphlets and technology purchased to facilitate staff development trainings.

Training and Technical Assistance - \$31,200

The Training and Technical Assistance budget has been dedicated to parent and staff training with appropriations for the costs of consultants, conferences, local workshops and training. Instructional staff will be provided with monthly staff development and faculty training meetings.

Funds in the amount of \$30,061 has been allocated to the areas of *ERSEA* – support & training for Enrollment/Registration staff. *Human Resources* – Effective Leadership Training. *Ongoing Monitoring* – CLASS & ECERS Independent Assessors, Preschool CLASS Assessors Training and recertification. *Program Governance* – Parent Conferences/Workshops & Staff Conferences. *Mental Health* – Social Emotional Educating curriculum, Compassionate Dialogue and Equity Training. *Disabilities* – Classroom Behavior Management. *Education* – Creative Curriculum Fidelity & Coaching, Instructional Coaching Training, Parent Education for Ready Rosie, Learning Genie. T&TA In-Direct is \$985.

Sacramento City Unified School District

Head Start Budget Narrative

2023-2024

In-Direct Charges (Basic) - \$185,848

The district's current 2023-2024 in-direct cost rate of 3.26% is charged to all grant funded programs. Head Start basic indirect cost is \$185,848.

The United States Department of Education (ED) has approved a delegation agreement with the California Department of Education (CDE) that authorizes the CDE to establish indirect cost rates for California's local educational agencies (LEAs).

Non-Federal Share - \$1,479,480

Salary and benefits paid by State CSPP funding, being 55% of the teacher and instructional aide compensation, in the wrap programs will provide the required non-federal share.

Cost Allocation Methodology

SCUSD provides a variety of program options, which are supported by Federal and State funds. Collaboration with the State allows for the wrap and full-day programs to be funded 45% Head Start and 55% State CSPP. The cost allocation methodology for classroom operation, service needs and the classroom staff of teachers, instructional aides and child care attendants, is determined by the number of participating students and services provided that are specific to the Head Start Standards.

Head Start and State CSPP revenue also funds SCUSD management and program support staff. The cost methodology used for these positions is based on duties performed and tracked by Personnel Activity Reports (PARs). All expenses are determined to be reasonable and allocable and are proportional to the benefit of the funding source.

Financial Management Control

SCUSD funding is allocated to specific budget codes as outlined in the Standardized Account Code Structure (SACS) Book. This accounting mechanism ensures that all funding is maintained separately to enable precise tracking, monitoring and auditing of federal and state allocations. Two

Sacramento City Unified School District

Head Start Budget Narrative

2023-2024

District departments, the Budget Department and the Purchasing Department, review all expenses in order to ensure that all purchases and expensed items are allowable and charged correctly. Monthly and quarterly reports are processed after extensive review and reconciliation to ensure the accuracy of the information. Head Start reports are submitted to the Parent Policy Committee and staff for review. These reports are used by SETA as a tool to reimburse Sacramento City Unified School District for the incurred expenses.

Sacramento City Unified School District
Early Head Start Budget Narrative
2023-2024

Basic and TTA Total = \$293,899

Personnel - \$137,299

Early Head Start funds, along with CCTR funds, will support salary and benefit expenses for staff in the 2023-2024 fiscal year. CCTR funds will fully support the salaries and benefits of all classroom staff including three Infant Toddler Caregivers, three Instructional Aides, and three Childcare Attendants. The salary and benefits of the one Family Advocate will be funded 100% by Early Head Start. Partial funding from Early Head Start will also provide additional support in funding three specialists, a data technician, a program technician, a social worker, and a school nurse, the remainder of the funding coming from both the Head Start Basic grant as well as the California State Preschool Program, CSPP.

Fringe Benefits - \$67,270

The retirement contribution percentages for the 2023-2024 fiscal year will not change for Sacramento City Unified School District employees. The STRS and the PERS rates will remain the same from 2022-2023, 19.10% and 26.10%.

Overall, the average cost of health insurance will increase for the 2023-2024 fiscal year. The estimated average health and welfare expense for SCTA members will increase from \$31,105 to \$36,800 and the average rate for SEIU staff will increase from \$28,800 to \$31,250. All 2023-2024 fixed charges will increase, and the amounts are based on current Social Security, Medicare, Unemployment Insurance and Workers' Compensation percentages.

Supplies - \$51,416

Appropriate classroom and office supplies will be purchased with Early Head Start funds to ensure that teachers and children have the materials and supplies needed to maintain the age level curriculum. Supplies can include but are not limited to;

Office Supplies and Non-Instructional Supplies - These are considered to be any supplies needed and utilized by staff in the classrooms, central office, and at the off-site registration center, such as pens, pencils, paper, calculators, scissors, staplers, notepads, ink cartridges and rulers. Non-Instructional supplies can include but are not limited to washers, dryers, microwave ovens,

Sacramento City Unified School District
Early Head Start Budget Narrative
2023-2024

dishwashers and refrigerators for the program or registration centers and any item under five hundred dollars that is not directly linked to instruction.

Child Services Supplies - These include crayons, paint, paper, blocks, puzzles, sorting tubs, games, rattles, vehicle sets, dolls, balls, cause and effect toys, push and pull, dress-up and outdoor wheel toys and other manipulatives.

These funds will also be used to purchase cots, cribs, and sheets, changing tables, diapers and wipes. Supplies must also be age appropriate to meet the needs of children with disabilities. All toys must support children with hearing, language, visual and mental impairments.

Materials and supplies are provided to the parents for use in meetings, training and workshops. These materials can include flyers, local community information, forms, folders and/or binders.

Other Supplies – Custodial supplies includes toilet paper, toilet seat covers, hand towels, hand soap, laundry soap, gloves, carpet cleaner, vacuum bags, wipes and disinfectant for toys, disinfectant cleaner for surfaces and trash can liners. Door and floor mats, buckets, brooms, mops and all custodial items necessary to provide a clean, safe and healthy environment.

Medical and health supplies typically consist of toothbrushes, toothpaste, surgical masks and general first aid supplies. Locking, medical boxes are provided to secure medications and zip lock bags, batteries, gloves, tongue depressors and eye charts are provided.

Schedule H- Other - \$21, 373

Local Travel Mileage - Staff are reimbursed for the use of their personal vehicle while performing home visits, travel between sites and to attend meetings. Parents who attend Policy Committee meetings as well as all other meetings that pertain to the Early Head Start program are reimbursed for mileage at the current reimbursement rate, which is set by the Internal Revenue Service.

Office Supplies and Non-Instructional Supplies - These are considered to be any supplies needed and utilized by staff in the classroom, central office, and at the registration center, such as pens, pencils, paper, calculators, scissors, staplers, notepads, ink cartridges and rulers.

Sacramento City Unified School District
Early Head Start Budget Narrative
2023-2024

Nutrition Services- These include any additional costs for family style meals not covered by CACFP such as adult meals.

Substitutes - Funding is allocated to cover the cost of classroom substitutes for the positions of family advocate, caregiver, instructional aide or childcare attendant.

Training and Technical Assistance - \$7,500

The Training and Technical Assistance budget has been dedicated to parent and staff training with appropriations for the costs of consultants, conferences, local workshops and training. Instructional staff will be provided with monthly staff development and faculty training meetings.

Funds in the amount of \$7,500 have been allocated for local travel and consultants as well as training in the areas of ERSEA- Partners for a Healthy Baby, Creative Curriculum, DRDP training, SIDS and Safe Sleep Training, Learning Genie Development of training materials as flyers and pamphlets and Parent Conferences. This total T/TA amount includes the Indirect Charge of \$237.

In-Direct Charges - \$9,042

The District's current 2023-2024 in-direct cost rate of 3.26% is charged to all grant funded programs, including the Early Head Start Basic (\$9,042).

Non-Federal Share - \$73,475

The required 25% Non-Federal share consists of salaries and benefits paid for by state CCTR funding and a blend of SCUSD district contributions.

Cost Sharing

Early Head Start is supported by State CCTR funding in the area of salaries and benefits for classroom and support staff and contributes toward the cost of one school nurse, three instructional aides, three child care attendants, one data information technician, one program technician, three on-site caregivers, and one family advocate.

Other Resources

Sacramento City Unified School District
Early Head Start Budget Narrative
2023-2024

The Child and Adult Care Food Program (CACFP) is administered by the District's Nutrition Services department, and provides meals for all children in the Early Head Start program.

Financial Management Control

Child Development funding is allocated to specific budget codes as outlined in the Standardized Account Code Structure (SACS) Book. This accounting mechanism ensures that all funding is maintained separately to enable precise tracking, monitoring and auditing of federal and state allocations. All expenses are reviewed by two SCUSD departments, primarily the Budget and Purchasing Departments in order to ensure that all expenses are allowable and charged correctly. Monthly and quarterly reports are processed after extensive review and reconciliation to ensure the accuracy of the information. Head Start and Early Head Start reports are submitted to the Parent Policy Committee and staff for review. These reports are used by SETA as a tool to reimburse Sacramento City Unified School District for the incurred expenses.

**HEAD START/EARLY HEAD START
2023-2024 GRANT REFUNDING APPLICATION
POLICY COUNCIL APPROVAL**

On behalf of the Sacramento City Unified School District Head Start/Early Head Start Policy Council I, Mania Manrique, Chair, certify the Policy Council has approved the Head Start/Early Head Start Grant Refunding Application for Fiscal Year 2023-2024 (August 1, 2023 – July 31, 2024) at its meeting on 3/30/23. The minutes of the meeting will be forthcoming.

Mania Manrique

Name

[Handwritten Signature]

Signature

4.20.2023

Date

SPECIAL POLICY COMMITTEE MEETING MINUTES

THURSDAY, MARCH 30, 2023

10:00-11:00

**LOCATION: SERNA CENTER-PARENT RESOURCE CENTER CONFERENCE
ROOM**

5735 47TH AVENUE SACRAMENTO, CA 95824

Call Order/Roll Call *The meeting was called to order at 10:07 a.m. by Viviana Garcia (Chair was not present, Vice Chair running late)*

Roll call was conducted and quorum was established.

Members present: Viviana Garcia, Nicholas

Guadalupe Bramasco, John Bidwell

Christina Sotelo, Edward Kemble

Maria Manrique came in at 10:25 a.m, Harkness

Action Items

Melissa Sigars,(Director) presented an overview of the grant in preparation to be approved. The grant impacts all preschool classrooms including state and head start preschool.

Ms Sigars asked if there were any questions. No questions were presented by the members.

A motion to approve was made by Maria. Guadalupe seconded. Ayes:3- Viviana, Guadalupe, Christine. Nays- 0 Abstentions- 1

Ms. Sigars left the meeting at 10:30 am.

Open Discussion :

Guadalupe asked about enrollment. Dr Carson stated that enrollment is open now. Maria asked about her 2 year old child having an IEP, Dr Carson stated that having the IEP the child will have priority-spots held for IEP

Public Participation

Ms. Christina Roseli stated that she sent out a flyer for food distribution over Spring Break.

Adjournment

Meeting adjourned 10:35



EARLY LEARNING AND CARE DEPARTMENT

HEAD START POLICY COMMITTEE *SPECIAL MEETING*

March 30, 2023

CALL TO ORDER/ROLL CALL

A member of the Policy Committee will call the roll of the following members:

- U Sara Scott, Lisbon
- X Maria Manrique, H.W. Harkness ~
- X Guadalupe Bramasco, John Bidwell
- U Carlos De'Jesus, Oak Ridge
- X Viviana Garcia, Nicholas
- E Royal Jones, Woodbine
- E Paula Pevy, John Cabrillo
- E Tiani Riddick, Father Keith B. Kenny
- U Jocelyn Velezleyva, Bowling Green-McCoy

AP Christy Golcjo

9 Representatives

X= Present

E= Unexcused

U= Unexcused Absence

AP= Alternate Present

Seats Vacant

- _____ Vacant, Bear Flag Wrap
- _____ Vacant, Cameillia
- _____ Vacant, Earl Warren AM
- _____ Vacant, Earl Warren PM
- _____ Vacant, Ethel I. Baker
- _____ Vacant, Ethel Phillips
- _____ Vacant, Ethel Phillips Wrap
- _____ Vacant, Hiram Johnson Full Day
- _____ Vacant, Isador Cohen
- _____ Vacant, James Marshall
- _____ Vacant, John D. Sloat
- _____ Vacant, John D. Sloat Wrap
- _____ Vacant, John Still
- _____ Vacant, Leataata Floyd Wrap
- _____ Vacant, Mark Twain Wrap
- _____ Vacant, Martin Luther King
- _____ Vacant, Pacific
- _____ Vacant, Parkway Wrap (Room P1)
- _____ Vacant, Parkway Wrap (Room P2)
- _____ Vacant, Susan B. Anthony Wrap (Room 20)
- _____ Vacant, Susan B. Anthony Wrap (Room 24)
- _____ Vacant, Washington Wrap
- _____ Vacant, Community Representative

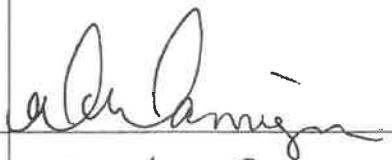

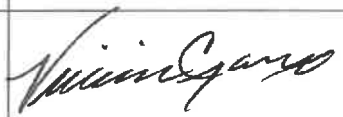
Sacramento City Unified School District

Early Learning and Care Department

Head Start Policy Committee Orientation Meeting

Thursday March 30, 2023

SIGN IN SHEET

NAME	SIGNATURE	SCHOOL SITE
Sara Scott Chair		Lisbon
Maria Manrique Vice Chair		Harkness
Guadalupe Bramasco		John Bidwell
Carlos De'Jesus		Oakridge
Viviana Garcia		Nicholas
Royal Jones		Woodbine
Paula Pevy		John Cabrillo
Tiani Riddick		Father Keith B. Kenny
Jocelyn Velezleyva		Bowling Green-McCoy

Christy Sotelo

Christy Ann

Edward Kemble


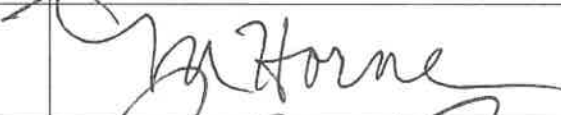


Sacramento City Unified School District

Early Learning and Care Department

Head Start Policy Council Special Meeting

Thursday March 30, 2023

STAFF SIGN IN SHEET

NAME	SIGNATURE	POSITION
Melissa Sigars		Director
Marla Horne		Parent Advisor
Dr. Angelle Carson		Coordinator
Doris Reese		Coordinator
Christina Roseli		Coordinator

TO: POLICY COMMITTEE REPRESENTATIVES AND HS/CSPP TEACHERS

SUBJECT: SPECIAL POLICY COMMITTEE MEETING NOTES

SPECIAL POLICY COMMITTEE MEETING

THURSDAY, APRIL 20, 2023

9:30-11:30

LOCATION: SERNA CENTER-PARENT RESOURCE CENTER CONFERENCE

ROOM 5735 47TH AVENUE SACRAMENTO, CA 95824

If you have any questions please contact ELC, 916-643-7800

NOTES

I. Call Order/Roll Call

The meeting was called to order at 9:34 by Tiana, FBK. Roll call was conducted and quorum was established.

Members Present:

Maria M,

Viviana, Nicholas

Paula Pevy,

Royal Jones, Woodbine

Vivian

Guadalupe

Tiana

II. Action Items

Approval of March 16, 2023 PC Minutes

Maria made a motion to approve the March 16 PC Meeting Minutes. Paula seconded. Ayes - 4

Approval of Special March 30, 2023 Meeting Minutes

Maria made a motion to approve the March 30 Special PC Meeting Minutes. Paula seconded.

Ayes - 4

III. Action Items (Closed Session Personnel-Pursuant to Government Code Section 54957)

None

IV. Information Items

Directors Report (Melissa Sigars)

The department has experienced some staff turnover. Open positions are listed on EdJoin. The HS grant has been completed and sent to SCUSD Board for approval.

Our purchase deadline was April 14. Many new classroom supports will be added to the classrooms. We were also able to purchase some big ticket items; sheds, carpets/flooring, speaker systems for each classroom, furniture for the Family Center at Hiram Johnson.

Eligibility, Recruitment, Selection, Enrollment and Attendance Report (Dr. Angelle Carson)

Enrollment is open.

Fiscal Monthly Report

Nothing new to report.

One fiscal position is vacant. Position of Program Tech is posted on Edjoin.

Health and Nutrition (Dr. Angelle Carson)

AB130 ensures all children receive free meals. Nutrition log attached in packet. Numbers are different for snacks because some children leave after lunch.

Tiana asks why some months are higher than others. Dr. Angelle explained it is based of number of days in attendance. Some months have more days than others.

Education (Doris Reese)

Parent conference week is May 8-12. These are half -day for wrap programs, full day sites are not effected. Teachers should be providing activities to do throughout the summer to continue learning at home. Melissa encouraged parents to attend local school open house this spring. Christina let parents know, included with the end-of-year backpack, there will be a half-sheet flyer to give to the child upcoming kindergarten teacher.

Facility Update (Melissa Sigars)

Work orders have been submitted across sites. Parents should start to see improvements. Work should be completed by June 30.

First 5 Updates (Christina Roseli)

Quarterly report submitted for Q3.

New books have been purchased for Apple Bags.

Family Engagement (Christina Roseli)

There are 2 remaining parent workshops for the year. Survey results show 1pm-3pm the most preferred time. However, only 1 parent attended the last workshop. Final workshop will hopefully be held in-person.

Parents are encouraged to bring a report back to PC from their classroom parent meetings.

V. Open Discussion

Vivian – how long after a child is evaluated will they receive services? An IEP is in place yet no services has begun. Doris will follow up to see status.

Victoria – Is there a procedure for parents who do not have transportation to meetings or need childcare. Is Zoom still an option. Christina will follow up to see if a hybrid PC option can be explored. Zoom is offered for Parent Workshops. Mileage/transportation costs are reimbursed.

Royal – What is pausing the Hiram Johnson project? Why are we still spending money on the space if we are not guaranteed the room? Melissa spoke to our vested interest in the building space, it is also a federally funded building and HS would have to release ownership. We intend to use the space for meetings, play therapy and other family resources. We feel confident we will receive the space. If not, materials purchased can be used in other rooms.

Guadalupe- enrollment is no longer at HJ? All enrollment is done at the Genesis Center.

Paula – can we clarify the age to enter TK? Qualifying birthdays are Sept 2 to Feb 2. However, if a child is younger they can apply for a waiver. Melissa explained the importance of parents choosing the program that best meets the need of their child. Full-day preschool options will remain a choice. ELC can provide a comparison chart for parents to help guide their decision.

Royal – I noticed the Parent Advisor is missing. The position will be posted.

VI. Public Participation

None.

VII. Adjournment

The meeting was adjourned at 10:26.



**EARLY LEARNING AND CARE DEPARTMENT
HEAD START POLICY COMMITTEE MEETING
Apr 20, 2023**

CALL TO ORDER/ROLL CALL

A member of the Policy Committee will call the roll of the following members:

- U Jemice Woulard, Abraham Lincoln
- Antonia Gomez (Alternate), Abraham Lincoln
- U Jocelyn Velezleyva, Bowling Green McCoy
- Christina Sotelo (Alternate), Edward Kemble
- X Tiani Riddick, Fr Keith B Kenny
- X Maria Manrique, HW Harkness
- X Guadalup Bramasco. John Bidwell
- X Paula Pevy, John Cabrillo
- Olga Rodriguez (Alternate) John Cabrillo
- U Sara Scott, Lisbon
- X Victoria Balderas (Alternate), Lisbon
- X Viviana Garcia, Nicholas
- Allen Wristen (Alternate), Nicholas
- E Carlos De'Jesus, Oak Ridge
- X Royal Jones, Woodbine
- Susana Flores (Alternate), Woodbine

15 Representatives

X= Present E=Excused U=Unexcused Absence AP=Alternate Present

7 present
quorum est.

Seats Vacant:

- Vacant, Bear Flag
- Vacant, Camellia
- Vacant, Earl Warren
- Vacant, Ethel I. Baker
- Vacant, Ethel Phillips
- Vacant, Ethel Phillips
- Vacant, Hiram Johnson Full Day
- Vacant, James Marshall
- Vacant, John Bidwell
- Vacant, John D. Sloat
- Vacant, John Still
- Vacant, Leataata Floyd
- Vacant, Mark Twain
- Vacant, Martin Luther King
- Vacant, Pacific
- Vacant, Parkway (Room P2)
- Vacant, Susan B. Anthony (Room 24)
- Vacant, Washington
- Vacant, Community Representative

Early Learning and Care Department
Policy Council Meeting



Apr 20, 2023

School Site	Name
Abraham Lincoln Wrap	
Bear Flag Wrap	
Bowling Green Chacon	
Bowling Green McCoy	
Camellia	
Earl Warren	
Edward Kemble (Rm P1)	
Edward Kemble (Rm P2)	
Elder Creek	
Ethel I Baker	
Ethel Phillips (Rm	
Ethel Phillips (Rm	
Fr. Keith B. Kenny	Tiana Riddick
Golden Empire	
Hiram Johnson (Rm	
Hiram Johnson (Rm	
HW Harkness	Michelle Lamson
James Marshall	
John Bidwell	Steph B...
John Cabrillo	Paula Pey
John Sloat	
John Still	

Early Learning and Care Department
Policy Council Meeting
STAFF AND VISITORS
APR 20, 2023



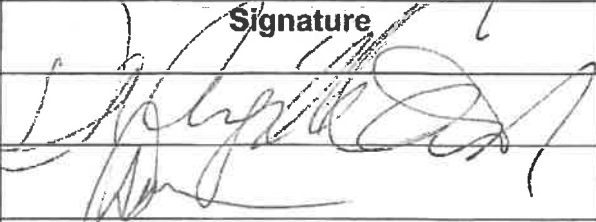




Name	Role	Signature
Dr. Angelle Carson	Coordinator	
Doris Reese	Coordinator	
Christina Roseli	Coordinator	
Melissa Sigars	Director	
Sherrell Peterson	Program Tech	

EXHIBIT C

BUDGET AND COST ALLOCATION PLAN

HEAD START AND EARLY HEAD START

COLA,QI

HEAD START-EARLY HEAD START BUDGET (COLA/QI*)

Agreement # 24C5551S0/FY 2023-24

Budget Period: From 8/01/2023 To 7/31/2024

Grantee/Delegate: Sacramento City Unified School District

City: Sacramento

Phone: 916-643-7850

Program contact: Melissa Sigars, Head Start Director

Chair: Sara Scott

HEAD START					EARLY HEAD START				
# of children enrolled: 676		# of Class Sites: 32			# of children enrolled: 16		# of Class Sites: 2		
# of handicapped: 68		# of Classes: 40			# of handicapped: 2		# of Classes: 2		
Cost Categories	Head Start COLA*	Head Start QI*	Head Start Total	Head Start * Non-Federal	EHS COLA	EHS QI	EHS Total	EHS * Non-Federal	Total
Personnel see attached Schedule A. Personnel	\$ 45,975	\$ 151,969	\$ 197,944	\$ 81,993	\$ -	\$ 2,274	\$ 2,274	\$ 4,010	\$ 200,218
Fringe Benefits See attached Schedule B - @ approx. #REF!	\$ 7,563	\$ 24,999	\$ 32,562	\$ -	\$ -	\$ 1,715	\$ 1,715	\$ 660	\$ 34,277
Travel see attached Schedule C. Travel	\$ -	\$ 21,026	\$ 21,026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,026
Equipment see attached Schedule D. Equipment	\$ 36,000	\$ -	\$ 36,000	\$ -	\$ -	\$ -	\$ -	\$ 5,692	\$ 36,000
Supplies see attached Schedule E. Supplies	\$ 116,458	\$ -	\$ 116,458	\$ -	\$ 3,080	\$ 1,000	\$ 4,080	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other see attached Schedule H. Other	\$ 113,253	\$ 2,986	\$ 116,239	\$ -	\$ 12,452	\$ 1,162	\$ 13,614	\$ -	\$ -
TOTAL DIRECT CHARGES	\$ 319,249	\$ 200,980	\$ 520,229	\$ 81,993	\$ 15,532	\$ 6,151	\$ 21,683	\$ 10,362	\$ 541,912
Indirect Charges 3.26%	\$ 10,408	\$ 6,552	\$ 16,959	\$ -	\$ 506	\$ 201	\$ 707	\$ -	\$ 17,666
TOTAL	\$ 329,656	\$ 207,532	\$ 537,188	\$ 81,993	\$ 16,038	\$ 6,352	\$ 22,390	\$ 10,362	\$ 559,578

***Expenditure of COLA/QI funds under this award shall not commence until SETA is in receipt of the Notice of Award (NOA) from the Department of Health and Human Services/Administration for Children and Families for the grant funds. Once the NOA is received, DELEGATE may invoice for costs incurred beginning August 1, 2023.**

Schedule A-1 Personnel Detail

Sacramento City Unified School District

Qty	Title	Hrly Rate	Hrs/Wk	Wks/Yr	Annual	%	HS - Basic COLA	HS QI	EHS - Basic COLA	EHS QI	NFS - HS	NFS - EHS	HSES Class
Program Design Management													
1	Coordinator	\$64.12	40	44.6	114,383	25%		28,596			20,498		14
1	Coordinator	\$61.74	40	44.6	110,148	25%		27,537			20,498		14
1	Coordinator	\$61.69	40	44.6	110,058	25%		27,515			20,498		14
					0								
					0								
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					0								
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					0								
					0								
					0								
					0								
3	Subtotal				\$334,589		\$0	\$83,647	\$0	\$0	\$61,495	\$0	
Child Health and Development													
1	Clinician PSY Social Worker	\$77.95	40	36.2	\$112,878	35%		\$39,507			20,498		6
1	Coordinator	\$64.61	40	44.6	115,259	25%		\$28,815					1
					0								
					0								
					0								
					0								
					0								
2	Subtotal				\$228,137		\$0	\$68,322	\$0	\$0	\$20,498	\$0	
Child Health and Development classified													
3	Instructional Aide- Itinerant	\$11.40	35	38.4	30,650	50%	45,975						5
1	Family Advocate (Infant/Toddler)	\$14.80	40	38.4	45,480	5%				2,274		4,010	11
					0								
					0								
					0								
					0								
4	Subtotal				\$76,130		\$45,975	\$0	\$0	\$2,274	\$0	\$4,010	
9	Grand Total				\$ 638,856		\$ 45,975	\$ 151,969	\$ -	\$ 2,274	\$ 81,993	\$ 4,010	

Schedule A. HS COLA/QI Personnel

Agency: Sacramento City Unified School District FY: 2023-24 Program: Head Start

HSES Line Item (class)		Number of Persons Employed	Cost for COLA	Cost for QI	Non- Federal Share
Child Health and Development					
1	Program Managers & Content Area Experts	0.25	-	28,815	-
	Includes program managers, supervisors, and content experts in child development, health, mental health nutrition, and disabilities services. Include home-based and family child care supervisors.				
2	Teachers/Infant Toddler Teachers	0.00	-	-	-
	Include all teachers, infant and toddler.				
3	Family Child Care Personnel	0.00	-	-	-
	Includes family child care staff if they are agency employees. If providers are not agency employees, enter costs under item (f)(6) or (h)(7).				
4	Home Visitors	0.00	-	-	-
5	Teacher Aides & Other Education Personnel	1.31	45,975	-	-
6	Health/Mental Health Services Personnel	0.35	-	39,507	20,498
	Includes nurses, health service aides, speech therapists, mental health staff and other health services personnel.				
7	Disabilities Services Personnel	0.00	-	-	-
8	Nutrition Services Personnel	0.00	-	-	-
	Includes nutritionists, cooks, and other food services staff.				
9	Other Child Services Personnel	0.00	-	-	-
	Include any personnel that provide services to children that cannot be reported in any other category.				
Family and Community Partnerships					
10	Program Managers & Content Area Experts	0.00	-	-	-
	Include program managers, coordinators, supervisors, and content experts in parent involvement, social services, volunteer coordination, or other family and community partnership activities.				
11	Other Family & Community Partnerships Personnel	0.00	-	-	-
	Include social workers, family service workers, social services aides, parent involvement aides, and other family and partnerships staff.				
Program Design and Management					
12	Executive Director/Other Supervisor of HS Director	0.00	-	-	-
13	Head Start / Early Head Start Director	0.00	-	-	-
14	Managers	0.75	-	83,647	61,495
15	Staff Development	0.00	-	-	-
16	Clerical Personnel	0.00	-	-	-
17	Fiscal Personnel	0.00	-	-	-
18	Other Administrative Personnel	0.00	-	-	-
Other					
19	Maintenance Personnel	0.00	-	-	-
20	Transportation Personnel	0.00	-	-	-
21	Other Personnel	0.00	-	-	-
TOTAL PERSONNEL		2.66	45,975	151,969	81,993

Schedule A. EHS Personnel

Agency: Sacramento City Unified School District

FY: 2023-24

Program: Early Head Start

HSES

Line

Item

(class)

		Number of Persons Employed	Cost for COLA	Cost for QI	Non- Federal Share
Child Health and Development					
1	Program Managers & Content Area Experts	0.00	-	-	-
	Includes program managers, supervisors, and content experts in child development, health, mental health nutrition, and disabilities services. Include home-based and family child care supervisors.				
2	Teachers/Infant Toddler Teachers	0.00	-	-	-
	Include all teachers, infant and toddler.				
3	Family Child Care Personnel	0.00	-	-	-
	Includes family child care staff if they are agency employees. If providers are not agency employees, enter costs under item (f)(6) or (h)(7).				
4	Home Visitors	0.00	-	-	-
5	Teacher Aides & Other Education Personnel	0.00	-	-	-
6	Health/Mental Health Services Personnel	0.00	-	-	-
	Includes nurses, health service aides, speech therapists, mental health staff and other health services personnel.				
7	Disabilities Services Personnel	0.00	-	-	-
8	Nutrition Services Personnel	0.00	-	-	-
	Includes nutritionists, cooks, and other food services staff.				
9	Other Child Services Personnel	0.00	-	-	-
	Include any personnel that provide services to children that cannot be reported in any other category.				
Family and Community Partnership					
10	Program Managers & Content Area Experts	0.00	-	-	-
	Include program managers, coordinators, supervisors, and content experts in parent involvement, social services, volunteer coordination, or other family and community partnership activities.				
11	Other Family & Community Partnerships Personnel	0.05	-	2,274	4,010
	Include social workers, family service workers, social services aides, parent involvement aides, and other family and partnerships staff.				
Program Design and Management					
12	Executive Director/Other Supervisor of HS Director	0.00	-	-	-
13	Head Start/Early Head Start Director	0.00	-	-	-
14	Managers	0.00	-	-	-
15	Staff Development	0.00	-	-	-
16	Clerical Personnel	0.00	-	-	-
17	Fiscal Personnel	0.00	-	-	-
18	Other Administrative Personnel	0.00	-	-	-
Other					
19	Maintenance Personnel	0.00	-	-	-
20	Transportation Personnel	0.00	-	-	-
21	Other Personnel	0.00	-	-	-
TOTAL PERSONNEL		0.05	-	2,274	4,010

Sch A Wksht

Class	Total FTE	HS COLA FTE	HS QI	EHS COLA FTE	EHS QI	HS COLA Amt	HS QI Amt	EHS COLA Amt	EHS QI Amt	Total Amt	HS In-kind	EHS In-kind
1	0.25	-	0.25	-	-	-	28,815	-	-	28,815	-	-
2	-	-	-	-	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-	-	-	-
5	1.31	1.31	-	-	-	45,975.00	-	-	-	45,975	-	-
6	0.35	-	0.35	-	-	-	39,507	-	-	39,507	20,498	-
7	-	-	-	-	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-	-	-	-	-
10	-	-	-	-	-	-	-	-	-	-	-	-
11	0.05	-	-	-	0.05	-	-	-	2,274	2,274	-	4,010
12	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-
14	0.75	-	0.75	-	-	-	83,647	-	-	83,647	61,495	-
15	-	-	-	-	-	-	-	-	-	-	-	-
16	-	-	-	-	-	-	-	-	-	-	-	-
17	-	-	-	-	-	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-	-	-	-	-
	2.71	1.31	1.35	-	0.05	45,975.00	151,969.30	-	2,274.00	200,218.30	81,993.00	4,010.00

48%

0%

2.71

Schedule B - Fringe Benefits

Agency Sacramento City Unified School District

FY 2023-24

Program HS/EHS

HSES Line Item	%	Description	Head Start		Early Head Start		Head Start	Early Head Start
			COLA	QI	COLA	QI	NFS	NFS
1	7.65%	Social Security	3,517	11,626	-	174	-	307
	1.00%	Unemployment Insurance	460	1,520	-	23	-	40
	5.80%	Worker's Comp Insurance	2,667	8,814	-	132	-	233
		State Disability	-	-	-	-	-	-
Total Line 1			\$ 6,443	\$ 21,960	\$ -	\$ 329	\$ -	\$ 579
2	1.00%	Health/Dental/Vision/Life/OPEB Certificated Life	460	1,520	-	1,364	-	40
			-	-	-	-	-	-
Total Line 2			\$ 460	\$ 1,520	\$ -	\$ 1,364	\$ -	\$ 40
3	1.00%	Retirement	460	1,520	-	23	-	40
Total Line 3			\$ 460	\$ 1,520	\$ -	\$ 23	\$ -	\$ 40
4		Other Fringe	-	-	-	-	-	-
Total Line 4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fringe			\$ 7,563	\$ 24,999	\$ -	\$ 1,715	\$ -	\$ 660

Admin Allocation	
HS	EHS
16.72%	

*The default Admin Allocation percentages for Fringe Benefits are calculated based on the data entered in the Personnel section of the Line Item Budget.

Schedule C - Out-Of-State Travel

Agency

Sacramento City Unified School District

FY 2023-24

Program: HS/EHS

# Staff/Parent	Description	COLA	QI
	HEAD START TOTAL	\$ -	\$ 21,026
5 Staff	Conference/Training TBD	-	21,026
	EARLY HEAD START TOTAL	\$ -	\$ -
Total Travel		\$ -	\$ 21,026

Schedule D - Equipment

Agency Sacramento City Unified School

FY 2023-24

Program HS/EHS

HSES Line Item	Description	Head Start		Early Head Start		Head Start	Early Head Start
		COLA	QI	COLA	QI	NFS	NFS
1	Office Equipment						5,692
Total Line 1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,692
2	Classroom/Outdoor/Home-based	36,000					
Total Line 2		\$ 36,000	\$ -	\$ -	\$ -	\$ -	\$ -
3	Vehicle Purchase						
Total Line 3		\$ -	\$ -	\$ -	\$ -	0	0
4	Other Equipment						
Total Line 4		\$ -	\$ -	\$ -	\$ -	0	0
Total Equipment		\$ 36,000	\$ -	\$ -	\$ -	\$ -	\$ 5,692

Any tangible, non-expendable, personal property charged directly to an award that has a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Schedule E - Supplies

Agency Sacramento City Unified School

FY 2023-24

Program HS/EHS

HSES Line Item	Description	Head Start		Early Head Start		Head Start	Early Head Start
		COLA	QI	COLA	QI	NFS	NFS
1	Office Supplies	65,000		1,580			
Total Line 1		\$ 65,000	\$ -	\$ 1,580	\$ -	\$ -	\$ -
2	Child and Family Services Supplies	24,458		1,500			
Total Line 2		\$ 24,458	\$ -	\$ 1,500	\$ -	\$ -	\$ -
3	Food Services Supplies	7,000					
Total Line 3		\$ 7,000	\$ -	\$ -	\$ -	0	0
4	Other Supplies	20,000			1,000		
Total Line 4		\$ 20,000	\$ -	\$ -	\$ 1,000	0	0
Total Supplies		\$ 116,458	\$ -	\$ 3,080	\$ 1,000	\$ -	\$ -

Schedule H - Other

Agency Sacramento City Unified School District FY 2023-24 Program HS/EHS

HSES Line Item	Description	Head Start		Early Head Start		Head Start	Early Head
		COLA	QI	COLA	QI	NFS	Start NFS
1	Depreciation /Use Allowance						
Total Line 1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Rent						
Total Line 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Mortgage						
Total Line 3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Utilities, Telephone						
Total Line 4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Building and Child Liability Insurance						
Total Line 5		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Building Maint. / Repair & Other Occp.						
Total Line 6		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Incidental Alterations/Renovations						
Total Line 7		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Local Travel	15,000			162		
Total Line 8		\$ 15,000	\$ -	\$ -	\$ 162	\$ -	\$ -
9	Nutrition Services						
Total Line 9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Child Services Consultants	4,550			1,000		
Total Line 10		\$ 4,550	\$ -	\$ -	\$ 1,000	\$ -	\$ -
11	Volunteers	4,575		1,452			
Total Line 11		\$ 4,575	\$ -	\$ 1,452	\$ -	\$ -	\$ -
12	Substitutes (if not paid benefits)	82,114		11,000			
Total Line 12		\$ 82,114	\$ -	\$ 11,000	\$ -	\$ -	\$ -
13	Parent Services	5,000					
Total Line 13		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
14	Accounting and Legal Services						
Total Line 14		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Publications/Advertising/Printing	2,014	2,986				
Total Line 15		\$ 2,014	\$ 2,986	\$ -	\$ -	\$ -	\$ -
16	Training or Staff Development						
Total Line 16		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Other						
Total Line 17		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other		\$ 113,253	\$ 2,986	\$ 12,452	\$ 1,162	\$ -	\$ -

	Head Start			Early Head Start		
	COLA	QI	NFS	COLA	QI	NFS
Personnel	-	30,394	16,399	-	-	-
Fringe Benefits	1,264	4,179	-	-	-	-
Travel	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Contractual	-	-	-	-	-	-
Construction None	-	-	-	-	-	-
Other	-	-	-	-	-	-
Indirect Charges 100%	10,408	6,552	-	506	201	-
TOTAL	\$ 11,672	\$ 41,124	\$ 16,399	\$ 506	\$ 201	\$ -

Total Admin Cost \$ 69,195

Total Admin Cost \$ 707

Head Start Admin % 11.18%

Early Head Start Admin % 2.16%

**Budget Narrative – SCUSD Head Start
Cost of Living Adjustment (COLA)**

FY 2023-2024

COST OF LIVING ADJUSTMENT (COLA) \$329,656

Personnel- \$ 45,975

Cost-of-Living Adjustment (COLA) funds will be utilized to fund a portion of the salaries to staff including three (3) Itinerant Instructional Aides. These additional aide positions will be used as additional classroom support to assist in the classroom and support students in the Head Start program at Sacramento City Unified School District. The remaining portion of salaries for these positions will be paid for by a blend of state CSPP funds and SCUSD District contributions.

Fringe Benefits- \$ 7,563

A portion of the COLA will be used to pay the increased fringe benefits costs associated with the salaries of the new aide positions. All regular employees receive full benefits including medical/dental, retirement, life insurance and disability plans provided by Sacramento City Unified School District. The remaining contributions to retirement and benefits, which include Social Security, Medicare, Unemployment Insurance, and Workers Compensation benefits, will be funded using Head Start Basic funds and state CSPP contributions.

Equipment- \$36,000

Large equipment purchases are a part of the Early Learning and Care departments plan for FY23-24. These large purchases include additional shading structures for the blacktop, new playground structures, and additional storage sheds. Additional funding for these purchases will come from both Head Start Basic carryover funding and state CSPP grant funding.

Supplies- \$116,458

Supplies including office supplies, child and family service supplies and food service supplies will be contributed to using COLA funding. These supplies will be used in conjunction with

other funding sources to help provide necessary items to classrooms in Sacramento City Unified School District.

Schedule H (Other) - \$113,253

Includes additional funding set aside for local travel, consultants, volunteers and parent services as additional substitutes that are not paid benefits.

Indirect - \$10,408

The Indirect rate for the 2023-2024 fiscal year is 3.26%. The total indirect amount for the HS COLA grant is \$10,408.

Non-Federal Share - \$81,993

Non-Federal Share (NFS) includes salaries and benefits being paid by state CSPP funding

**Budget Narrative – SCUSD Head Start
Quality Improvement (QI)**

FY 2023-2024

QUALITY IMPROVEMENT (\$207,532)

In accordance with the AFC-PI-HS-23-02 Head Start Funding Increases, the Sacramento City Unified School District (SCUSD) Head Start program will enhance program quality under the following allowable uses of Quality Improvement (QI) funds:

1. To improve the compensation (including benefits) of educational personnel, family service workers, and child counselors, as described in Sections 644(a) and 653 of the Head Start Act, in the manner determined by the Head Start agencies (including Early Head Start agencies) involved, to support the following:

- ensure that compensation is adequate to attract and retain qualified staff for the programs involved in order to enhance program quality;
- improve staff qualifications and assist with the implementation of career development programs for staff that support ongoing improvement of their skills and expertise.

Personnel- \$151,969

Quality Improvement (QI) funds will be utilized to offset the increased cost of salaries to staff including four (4) Coordinators, and one (1) Clinical Social Worker. These positions support the families and children in the Head Start program at Sacramento City Unified School District.

Other 2023-2024 Head Start Basic funds were budgeted under Personnel to offset the difference between the QI award and any additional salary increases.

Fringe Benefits- \$24,999

Fringe Benefits in the amount of \$24,999 is being funded using the Quality Improvement (QI) funding for the 2023-2024 fiscal year. These funds will be used to support the increased costs of benefits for full time staff positions including social security, unemployment, workers

compensation, state disability, health, dental, vision and life insurance. A portion will also go towards staff retirement.

Travel /Conference (Schedule C) - \$21,026

In fiscal year 2023-24, the Early Learning and Care department would like to continue professional development and growth through conferences and additional learning opportunities both in the area and out of the state. Over the last year, our department has prioritized learning and networking with other professionals in the child development community by attending a Head Start training in New Orleans, Louisiana and a conference in Portland, Oregon. For FY23-24, the director and coordinators want to continue to take advantage of the training opportunities that are offered. The QI funding in travel will allow for professional growth opportunities for staff.

Schedule H (Other) - \$2,986

Other funding includes \$2,986 for publications/advertising and printing services. These services will help us reach a large number of our community members through flyers, postcards and print advertising.

Non-Federal Share - \$51,883

Non-Federal Share (NFS) includes salaries and benefits being paid by state CSPP funding.

Indirect - \$6,552

The Indirect rate for the 2023-2024 fiscal year is 3.26%. The total indirect amount for the HS Quality Improvement Grant is \$6,552.

**Budget Narrative – SCUSD Early Head Start
Cost of Living Adjustment (COLA)**

FY 2023-2024

COST OF LIVING ADJUSTMENT (COLA) \$16,038

Supplies: \$ 3,080

Supplies including both office supplies and child and family services supplies will be purchased to help support the staff, children and families in the Early Head Start program. Office supplies such as pens, pencils, paper and ink will be purchased using the additional COLA funds, as well as, child and family services supplies such as diapers and hygiene products. The COLA funding helps ensure that additional supplies can be purchased to help families in our community. Any additional supplies will be purchased with a mix of the Early Head Start Basic grant funding and the state CCTR grant funding.

Other: \$ 12,452

The majority of the Early Head Start COLA funds will be used in the other category for the 2023-24 fiscal year. Other category includes volunteers (\$1,452) and substitutes that are not paid benefits (\$11,000) for the 2023-24 fiscal year. These additional funds for substitute costs will be providing much needed support to help cover classrooms for regularly paid staff.

Indirect Charge: \$506

The Indirect cost rate for the 2023-2024 fiscal year is 3.26%. The total indirect amount for the Cost of Living Adjustment (COLA) for the Early Head Start Program will be \$506.

NON-FEDERAL SHARE: \$4,010

Non-Federal Share (NFS) includes salaries and benefits being paid by state CCTR funding this includes additional costs of increases to fringe benefits for all staff in the Sacramento City Unified School District.

**Budget Narrative – SCUSD Early Head Start
Quality Improvement (QI)**

FY 2023-2024

QUALITY IMPROVEMENT (\$6,352)

In accordance with the AFC-PI-HS-23-02 Head Start Funding Increases, the Sacramento City Unified School District (SCUSD) Early Head Start program will enhance program quality under the following allowable uses of Quality Improvement (QI) funds:

Condition #1

1. To improve the compensation (including benefits) of educational personnel, family service workers, and child counselors, as described in Sections 644(a) and 653 of the Head Start Act, in the manner determined by the Head Start agencies (including Early Head Start agencies) involved, to support the following —

- ensure that compensation is adequate to attract and retain qualified staff for the programs involved in order to enhance program quality;
- improve staff qualifications and assist with the implementation of career development programs for staff that support ongoing improvement of their skills and expertise; and
- provide education and professional development to enable teachers to be fully competent to meet the professional standards established under Sec. 648A(a)(1) of the Act

Condition #3

To ensure that the physical environments of Head Start programs are conducive to providing effective program services to children and families, and are accessible to children with disabilities and other individuals with disabilities.

Personnel: \$ 2,274

Quality Improvement (QI) funds will be utilized to help pay increased salary costs in the Early Head Start program fiscal year 2023-24. The additional funding will go to support a portion of the cost of one (1) family advocate. The remaining portion of salary and benefits for this position will be funded by Early Head Start Basic grant funding and state CCTR funding.

Fringe Benefits: \$ 1,715

Quality Improvement (QI) funding for the 2023-2024 fiscal year will help support the additional fringe benefits and fixed costs for the family advocate position. All regular employees receive full benefits including medical/dental, retirement, life insurance and disability plans provided by Sacramento City Unified School District. The remaining contributions to retirement and benefits, which include Social Security, Medicare, Unemployment Insurance, and Workers Compensation benefits, will be funded using Early Head Start Basic funds and state CCTR contributions.

Supplies: \$ 1,000

Additional QI funding will be used to support the Infant Toddler classes in child and family services supplies and additional office supplies. Supplies includes both office supplies and child and family services supplies that will be purchased to help support the staff, children and families in the Early Head Start program. Office supplies such as pens, pencils, paper and ink will be purchased using the additional Quality Improvement funds, as well as, child and family services supplies such as diapers and hygiene products. The QI funding helps ensure that additional supplies can be purchased to help families in our community.

Schedule H - Other: \$ 1,162

The other funding in the amount of \$131 has been set aside for local travel including mileage reimbursements for teachers and staff to be used towards local training opportunities. Local travel includes travel for monitoring purposes as well as Quality Improvement for Self-Assessment. In addition, \$1,000 will be used for Child Services Consultants who provide much needed training and professional growth opportunities for all staff in the Early Head Start program.

Indirect Charge: \$ 201

The Indirect rate for the 2023-2024 fiscal year is 3.26%. The total indirect amount for the EHS Quality Improvement Grant is \$201.

Non-Federal Share- \$6,352

Non-Federal Share (NFS) includes salaries and benefits being paid by state CCTR funding.

SPECIAL POLICY COMMITTEE MEETING MINUTES

THURSDAY, MARCH 30, 2023

10:00-11:00

**LOCATION: SERNA CENTER-PARENT RESOURCE CENTER CONFERENCE
ROOM**

5735 47TH AVENUE SACRAMENTO, CA 95824

Call Order/Roll Call *The meeting was called to order at 10:07 a.m. by Viviana Garcia (Chair was not present, Vice Chair running late)*

Roll call was conducted and quorum was established.

Members present: Viviana Garcia, Nicholas

Guadalupe Bramasco, John Bidwell

Christina Sotelo, Edward Kemble

Maria Manrique came in at 10:25 a.m, Harkness

Action Items

Melissa Sigars,(Director) presented an overview of the grant in preparation to be approved. The grant impacts all preschool classrooms including state and head start preschool.

Ms Sigars asked if there were any questions. No questions were presented by the members.

A motion to approve was made by Maria. Guadalupe seconded. Ayes:3- Viviana, Guadalupe, Christine. Nays- 0 Abstentions- 1

Ms. Sigars left the meeting at 10:30 am.

Open Discussion :

Guadalupe asked about enrollment. Dr Carson stated that enrollment is open now. Maria asked about her 2 year old child having an IEP, Dr Carson stated that having the IEP the child will have priority-spots held for IEP

Public Participation

Ms. Christina Roseli stated that she sent out a flyer for food distribution over Spring Break.

Adjournment

Meeting adjourned 10:35



EARLY LEARNING AND CARE DEPARTMENT

HEAD START POLICY COMMITTEE *SPECIAL MEETING*

March 30, 2023

CALL TO ORDER/ROLL CALL

A member of the Policy Committee will call the roll of the following members:

- U Sara Scott, Lisbon
- X Maria Manrique, H.W. Harkness ~
- X Guadalupe Bramasco, John Bidwell
- U Carlos De'Jesus, Oak Ridge
- X Viviana Garcia, Nicholas
- E Royal Jones, Woodbine
- E Paula Pevy, John Cabrillo
- E Tiani Riddick, Father Keith B. Kenny
- U Jocelyn Velezleyva, Bowling Green-McCoy

AP Christy Golc10

9 Representatives

X= Present

E= Unexcused

U= Unexcused Absence

AP= Alternate Present

Seats Vacant

- _____ Vacant, Bear Flag Wrap
- _____ Vacant, Cameillia
- _____ Vacant, Earl Warren AM
- _____ Vacant, Earl Warren PM
- _____ Vacant, Ethel I. Baker
- _____ Vacant, Ethel Phillips
- _____ Vacant, Ethel Phillips Wrap
- _____ Vacant, Hiram Johnson Full Day
- _____ Vacant, Isador Cohen
- _____ Vacant, James Marshall
- _____ Vacant, John D. Sloat
- _____ Vacant, John D. Sloat Wrap
- _____ Vacant, John Still
- _____ Vacant, Leataata Floyd Wrap
- _____ Vacant, Mark Twain Wrap
- _____ Vacant, Martin Luther King
- _____ Vacant, Pacific
- _____ Vacant, Parkway Wrap (Room P1)
- _____ Vacant, Parkway Wrap (Room P2)
- _____ Vacant, Susan B. Anthony Wrap (Room 20)
- _____ Vacant, Susan B. Anthony Wrap (Room 24)
- _____ Vacant, Washington Wrap
- _____ Vacant, Community Representative

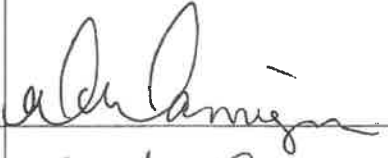

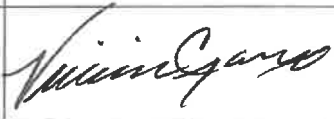
Sacramento City Unified School District

Early Learning and Care Department

Head Start Policy Committee Orientation Meeting

Thursday March 30, 2023

SIGN IN SHEET

NAME	SIGNATURE	SCHOOL SITE
Sara Scott Chair		Lisbon
Maria Manrique Vice Chair		Harkness
Guadalupe Bramasco		John Bidwell
Carlos De'Jesus		Oakridge
Viviana Garcia		Nicholas
Royal Jones		Woodbine
Paula Pevy		John Cabrillo
Tiani Riddick		Father Keith B. Kenny
Jocelyn Velezleyva		Bowling Green-McCoy

Christy Sotelo





Christy Ann

Edward Kemble

Sacramento City Unified School District
Early Learning and Care Department
Head Start Policy Council Special Meeting

Thursday March 30, 2023

STAFF SIGN IN SHEET

NAME	SIGNATURE	POSITION
Melissa Sigars		Director
Marla Horne		Parent Advisor
Dr. Angelle Carson		Coordinator
Doris Reese		Coordinator
Christina Roseli		Coordinator

TO: POLICY COMMITTEE REPRESENTATIVES AND HS/CSPP TEACHERS

SUBJECT: SPECIAL POLICY COMMITTEE MEETING NOTES

SPECIAL POLICY COMMITTEE MEETING

THURSDAY, APRIL 20, 2023

9:30-11:30

LOCATION: SERNA CENTER-PARENT RESOURCE CENTER CONFERENCE

ROOM 5735 47TH AVENUE SACRAMENTO, CA 95824

If you have any questions please contact ELC, 916-643-7800

NOTES

I. Call Order/Roll Call

The meeting was called to order at 9:34 by Tiana, FBK. Roll call was conducted and quorum was established.

Members Present:

Maria M,

Viviana, Nicholas

Paula Pevy,

Royal Jones, Woodbine

Vivian

Guadalupe

Tiana

II. Action Items

Approval of March 16, 2023 PC Minutes

Maria made a motion to approve the March 16 PC Meeting Minutes. Paula seconded. Ayes - 4

Approval of Special March 30, 2023 Meeting Minutes

Maria made a motion to approve the March 30 Special PC Meeting Minutes. Paula seconded.

Ayes - 4

III. Action Items (Closed Session Personnel-Pursuant to Government Code Section 54957)

None

IV. Information Items

Directors Report (Melissa Sigars)

The department has experienced some staff turnover. Open positions are listed on EdJoin. The HS grant has been completed and sent to SCUSD Board for approval.

Our purchase deadline was April 14. Many new classroom supports will be added to the classrooms. We were also able to purchase some big ticket items; sheds, carpets/flooring, speaker systems for each classroom, furniture for the Family Center at Hiram Johnson.

Eligibility, Recruitment, Selection, Enrollment and Attendance Report (Dr. Angelle Carson)

Enrollment is open.

Fiscal Monthly Report

Nothing new to report.

One fiscal position is vacant. Position of Program Tech is posted on Edjoin.

Health and Nutrition (Dr. Angelle Carson)

AB130 ensures all children receive free meals. Nutrition log attached in packet. Numbers are different for snacks because some children leave after lunch.

Tiana asks why some months are higher than others. Dr. Angelle explained it is based of number of days in attendance. Some months have more days than others.

Education (Doris Reese)

Parent conference week is May 8-12. These are half -day for wrap programs, full day sites are not effected. Teachers should be providing activities to do throughout the summer to continue learning at home. Melissa encouraged parents to attend local school open house this spring. Christina let parents know, included with the end-of-year backpack, there will be a half-sheet flyer to give to the child upcoming kindergarten teacher.

Facility Update (Melissa Sigars)

Work orders have been submitted across sites. Parents should start to see improvements. Work should be completed by June 30.

First 5 Updates (Christina Roseli)

Quarterly report submitted for Q3.

New books have been purchased for Apple Bags.

Family Engagement (Christina Roseli)

There are 2 remaining parent workshops for the year. Survey results show 1pm-3pm the most preferred time. However, only 1 parent attended the last workshop. Final workshop will hopefully be held in-person.

Parents are encouraged to bring a report back to PC from their classroom parent meetings.

V. Open Discussion

Vivian – how long after a child is evaluated will they receive services? An IEP is in place yet no services has begun. Doris will follow up to see status.

Victoria – Is there a procedure for parents who do not have transportation to meetings or need childcare. Is Zoom still an option. Christina will follow up to see if a hybrid PC option can be explored. Zoom is offered for Parent Workshops. Mileage/transportation costs are reimbursed.

Royal – What is pausing the Hiram Johnson project? Why are we still spending money on the space if we are not guaranteed the room? Melissa spoke to our vested interest in the building space, it is also a federally funded building and HS would have to release ownership. We intend to use the space for meetings, play therapy and other family resources. We feel confident we will receive the space. If not, materials purchased can be used in other rooms.

Guadalupe- enrollment is no longer at HJ? All enrollment is done at the Genesis Center.

Paula – can we clarify the age to enter TK? Qualifying birthdays are Sept 2 to Feb 2. However, if a child is younger they can apply for a waiver. Melissa explained the importance of parents choosing the program that best meets the need of their child. Full-day preschool options will remain a choice. ELC can provide a comparison chart for parents to help guide their decision.

Royal – I noticed the Parent Advisor is missing. The position will be posted.

VI. Public Participation

None.

VII. Adjournment

The meeting was adjourned at 10:26.



**EARLY LEARNING AND CARE DEPARTMENT
HEAD START POLICY COMMITTEE MEETING
Apr 20, 2023**

CALL TO ORDER/ROLL CALL

A member of the Policy Committee will call the roll of the following members:

- U Jemice Woulard, Abraham Lincoln
- Antonia Gomez (Alternate), Abraham Lincoln
- U Jocelyn Velezleyva, Bowling Green McCoy
- Christina Sotelo (Alternate), Edward Kemble
- X Tiani Riddick, Fr Keith B Kenny
- X Maria Manrique, HW Harkness
- X Guadalup Bramasco. John Bidwell
- X Paula Pevy, John Cabrillo
- Olga Rodriguez (Alternate) John Cabrillo
- U Sara Scott, Lisbon
- X Victoria Balderas (Alternate), Lisbon
- X Viviana Garcia, Nicholas
- Allen Wristen (Alternate), Nicholas
- E Carlos De'Jesus, Oak Ridge
- X Royal Jones, Woodbine
- Susana Flores (Alternate), Woodbine

7 present
quorum est.

15 Representatives

X= Present E=Excused U=Unexcused Absence AP=Alternate Present

Seats Vacant:

- _____ Vacant, Bear Flag
- _____ Vacant, Camellia
- _____ Vacant, Earl Warren
- _____ Vacant, Ethel I. Baker
- _____ Vacant, Ethel Phillips
- _____ Vacant, Ethel Phillips
- _____ Vacant, Hiram Johnson Full Day
- _____ Vacant, James Marshall
- _____ Vacant, John Bidwell
- _____ Vacant, John D. Sloat
- _____ Vacant, John Still
- _____ Vacant, Leataata Floyd
- _____ Vacant, Mark Twain
- _____ Vacant, Martin Luther King
- _____ Vacant, Pacific
- _____ Vacant, Parkway (Room P2)
- _____ Vacant, Susan B. Anthony (Room 24)
- _____ Vacant, Washington
- _____ Vacant, Community Representative

Early Learning and Care Department
Policy Council Meeting



Apr 20, 2023

School Site	Name
Abraham Lincoln Wrap	
Bear Flag Wrap	
Bowling Green Chacon	
Bowling Green McCoy	
Camellia	
Earl Warren	
Edward Kemble (Rm P1)	
Edward Kemble (Rm P2)	
Elder Creek	
Ethel I Baker	
Ethel Phillips (Rm	
Ethel Phillips (Rm	
Fr. Keith B. Kenny	Tiana Kiddle
Golden Empire	
Hiram Johnson (Rm	
Hiram Johnson (Rm	
HW Harkness	Michelle Lamson
James Marshall	
John Bidwell	John Bidwell
John Cabrillo	Paula Pey
John Sloat	
John Still	

Early Learning and Care Department
Policy Council Meeting
STAFF AND VISITORS
APR 20, 2023



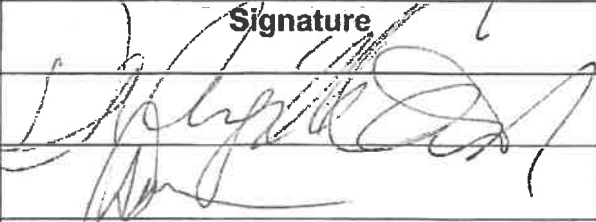




Name	Role	Signature
Dr. Angelle Carson	Coordinator	
Doris Reese	Coordinator	
Christina Roseli	Coordinator	
Melissa Sigars	Director	
Sherrell Peterson	Program Tech	

EXHIBIT D
SPECIAL CONDITIONS

SPECIAL CONDITIONS

The Agreement with Delegate of Program Support Services between the Sacramento Employment and Training Agency and Sacramento City Unified School District is subject to the special condition(s) and time frame(s) outlined below:

Condition(s)

Time frame(s)

1. Pursuant to Exhibit Q, Paragraph 14, "Location and Licensing of Program Facilities", DELEGATE has provided GRANTEE copies of day care licenses for Head Start sites as identified in Exhibit E. Pursuant to Paragraph 10, no Head Start site shall be opened and no Head Start funds shall be allocated or paid to any DELEGATE that does not have in place, prior to the site opening and through the term of this AGREEMENT, an appropriate license for the site issued by the State of California, Department of Social Services.

The entire term of the Agreement

The State of California, Department of Social Services (CDSS) is currently issuing licenses with no expiration date(s); however, each site is inspected annually for compliance and a written renewal/annual visit report is prepared by CDSS. Thus, DELEGATE shall secure and maintain in its files a copy of the above-referenced report for each site identified in Exhibit E for review by GRANTEE and/or its authorized representative(s).

2. Consistent with Section 657A of the Head Start Act, as amended, DELEGATE must obtain written parental consent prior to administering any "nonemergency intrusive physical examination" of a child. A "nonemergency intrusive physical examination" means (1) a physical examination that is not immediately necessary to protect the health or safety of the child involved or the health or safety of another individual; and (2) requires incision or is otherwise invasive, or involves exposure of private body parts.

The entire term of the Agreement.

Written permission obtained by DELEGATE for a "nonemergency intrusive physical examination" shall clearly and plainly describe the examination for which permission was obtained and indicate the parent's express permission, including any limitations.

EXHIBIT D

Condition(s) - continued

Timeframe(s)

- | | |
|---|--|
| <p>3. Consistent with ACYF-PI-HS-08-03 issued May 12, 2008, DELEGATE shall not compensate an individual, either as a direct cost or any pro-ration as an indirect cost, at a rate in excess of Executive Level II. The 2023 rate of compensation for an Executive Level II employee is \$212,100 per year. DELEGATE shall ensure that the budget(s) and expenditures meet current compensation cap requirements for any individual charged to this AGREEMENT.</p> | <p>The entire term of the Agreement.</p> |
| <p>4. DELEGATE shall maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during the entire term of this AGREEMENT. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.</p> | <p>The entire term of the Agreement.</p> |
| <p>5. DELEGATE shall maintain all insurance coverage and is expressly required by this Exhibit to immediately notify SETA if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be cancelled, non-renewed, reduced in scope or limits or otherwise materially changed. DELEGATE shall provide thirty (30) days written notice to SETA prior to such change. Ten (10) days prior written notice shall be provided to SETA in the event of cancellation due to non-payment of premium. Failure to maintain required insurance shall be considered a material breach of the AGREEMENT.</p> | <p>The entire term of the Agreement.</p> |
| <p>6. DELEGATE acknowledges that expenditure of the COLA/QI funds under this award shall not commence until SETA is in receipt of the Notice of Award (NOA) from the Department of Health and Human Services/Administration for Children and Families for the grant funds. Once the NOA is received, DELGATE may invoice costs incurred beginning August 1, 2023.</p> | <p>The entire term of the Agreement.</p> |

EXHIBIT E

IDENTIFICATION OF HEAD START CENTERS

HEAD START

IDENTIFICATION OF HEAD START CENTERS

Delegate: **Sacramento City Unified School District**
 (Head Start Wrap) 178 Days
 (Head Start 7 hours 12 mo. Full Day Collaboration) 238 Days
 (Head Start/TK) 178 Days*

Length of Operating Year (must agree with Exhibit A Calendar):
 First Day of Class: 9/05/23 Last Day of Class: 6/13/24
 First Day of Class: 8/01/23 Last Day of Class: 7/31/24
 First Day of Class: 9/05/23 Last Day of Class: 6/13/24

*1 Friday each month (September-May) is half day for Professional Learning

Classroom/Center Name	Location Street Address, City, State, Zip	Days of Operation/ Operating Hours	No. of Classes	No. of Children	Name & Address of Kitchen (School) Site Providing Food Service
Abraham Lincoln (Wrap)	3324 Glenmoor Drive Sacramento, CA 95827	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Abraham Lincoln 3324 Glenmoore Drive
Bear Flag (Wrap)	6620 Gloria Drive Sacramento, CA 95831	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Morse 1901 60 th Avenue
Bowling Green - Chacon (Wrap)	6807 Franklin Drive Sacramento, CA 95823	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Bowling Green 6807 Franklin Drive
Bowling Green – McCoy (Wrap)	4211 Turnbridge Drive Sacramento, CA 95823	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Bowling Green 4211 Turnbridge Drive
Camelia (Wrap)	6600 Cougar Drive Sacramento, CA 95828	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Leonardo da Vinci 4701 Joaquin Way

EXHIBIT E

<p>Earl Warren <i>(Wrap)</i></p> <p><i>(Head Start/State Trnstnl Kinder)</i></p>	<p>5420 Lowell Street Sacramento, CA 95820</p>	<p>Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM</p> <p>Monday – Friday 9:00 – 3:30 PM</p>	<p>1</p> <p>1</p>	<p>20</p> <p>6</p>	<p>Earl Warren 5420 Lowell Street</p>
<p>Edward Kemble <i>(Head Start/State Trnstnl Kinder)</i></p> <p><i>(Wrap)</i></p>	<p>7495 29th Street Sacramento, CA 95822</p>	<p>Monday – Friday 9:00 – 3:30 PM</p> <p>Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM</p>	<p>1</p> <p>1</p>	<p>6</p> <p>20</p>	<p>Edward Kemble 7495 29th Street</p>
<p>Elder Creek <i>(Collaboration Full Day 12 mo)</i></p>	<p>7800 Lemon Hill Avenue Sacramento, CA 95824</p>	<p>Monday – Friday 8:00 – 3:00 PM</p>	<p>1</p>	<p>24</p>	<p>Elder Creek 7934 Lemon Hill Avenue</p>
<p>Ethel I. Baker <i>(Wrap)</i></p>	<p>5717 Laurine Way Sacramento, CA 95824</p>	<p>Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM</p>	<p>1</p>	<p>20</p>	<p>Ethel I. Baker 5717 Laurine Way</p>
<p>Ethel Phillips <i>(Head Start/State Trnstnl Kinder)</i></p> <p><i>(Wrap)</i></p>	<p>2930 21st Avenue Sacramento, CA 95820</p>	<p>Monday – Friday 8:00 – 2:30 PM</p> <p>Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM</p>	<p>1</p> <p>1</p>	<p>6</p> <p>20</p>	<p>Ethel Phillips 2930 21st Avenue</p>
<p>Fr. Keith B Kenny <i>(Wrap)</i></p>	<p>3525 MLK Jr Blvd Sacramento, CA 95817</p>	<p>Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM</p>	<p>1</p>	<p>20</p>	<p>Fr. Keith B Kenny 3525 MLK Jr Blvd</p>

EXHIBIT E

Golden Empire <i>(Wrap)</i>	9045 Canberra Drive Sacramento, CA 95826	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Golden Empire 9045 Canberra Drive
H. W. Harkness <i>(Wrap)</i>	2147 54 th Avenue Sacramento, CA 95822	Monday – Thursday 8:45 – 3:15 PM Friday 8:45 – 12:30 PM	1	20	H. W. Harkness 2147 54 th Avenue
Hiram Johnson <i>(Wrap)</i>	3535 65 th Avenue Sacramento, CA 95820	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Hiram Johnson 6879 14 th Avenue
<i>(Collaboration Full Day 12 mo)</i>		Monday – Friday 8:00 – 3:00 PM	1	24	
Isador Cohen <i>(Head Start/State Trnstnl Kinder)</i>	9025 Salmon Falls Drive Sacramento, CA 95826	Monday – Friday 9:00 – 3:30 PM	1	5	Isador Cohen 9025 Salmon Falls Drive
James W. Marshall <i>(Wrap)</i>	9525 Goethe Road Sacramento, CA 95827	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	James W. Marshall 9525 Goethe Rd
John Bidwell <i>(Wrap)</i>	1730 65 th Avenue Sacramento, CA 95822	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Bidwell 1730 65 th Avenue
<i>(Head Start/State Trnstnl Kinder)</i>		Monday – Friday 8:00 – 2:30 PM	1	5	
John Cabrillo <i>(Wrap)</i>	1141 Seamas Avenue Sacramento, CA 95822	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Cabrillo 1141 Seamas Avenue

EXHIBIT E

John Sloat (Wrap)	7525 Candlewood Way Sacramento, CA 95822	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	John Sloat 7525 Candlewood Way
John Still (Wrap)	2200 John Still Drive Sacramento, CA 95832	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	John Still 2200 John Still Drive
Leataata Floyd (Wrap)	401 McClatchy way Sacramento, CA 95818	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Leataata Floyd 401 McClatchy Way
Lisbon (Wrap)	7555 S. Land Park Drive Sacramento, CA 95831	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Lisbon 7555 S. Land Park Drive
Mark Twain (Head Start/State Trnstnl Kinder)	4914 58 th Street Sacramento, CA 95820	Monday – Friday 8:00 – 2:30 PM	1	5	Hiram Johnson – West Campus 5022 58 th Street
Martin Luther King Jr. (Wrap)	480 Little River Way Sacramento, CA 95831	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Martin Luther King Jr. 480 Little River Way
(Head Start/State Trnstnl Kinder)		Monday – Friday 8:00 – 2:30 PM	1	5	
Nicholas (Wrap)	6601 Steiner Drive Sacramento, CA 95823	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Nicholas 6601 Steiner Drive

EXHIBIT E

Oak Ridge <i>(Wrap)</i>	4501 MLK Jr Blvd Sacramento, CA 95820	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Oak Ridge 4501 MLK Jr Blvd
Pacific <i>(Wrap)</i>	6201 41st Street Sacramento, CA 95824	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Pacific 6201 41st Street
Parkway <i>(Wrap)</i>	4720 Forest Parkway Sacramento, CA 95823	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Parkway 4720 Forest Parkway
<i>(Head Start/State Trnstnl Kinder)</i>		Monday – Friday 9:00 – 3:30 AM	1	5	
Peter Burnett <i>(Wrap)</i>	6032 36 th Avenue Sacramento, CA 95824	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Peter Burnett 6032 36 th Avenue
Susan B. Anthony <i>(Wrap)</i>	7864 Detroit Blvd. Sacramento, CA 95832	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Susan B. Anthony 7864 Detroit Blvd.
<i>(Head Start/State Trnstnl Kinder)</i>		Monday – Friday 8:00 – 2:30 PM	1	5	
Washington <i>(Wrap)</i>	520 18 th Street Sacramento, CA 95814	Monday – Thursday 8:30 – 3:00 PM Friday 8:30 – 12:15 PM	1	20	Clayton B Wire 5100 El Paraiso Avenue

EXHIBIT E

Woodbine (Wrap)	2500 52 nd Avenue Sacramento, CA 95822	Monday – Thursday 8:00 – 2:30 PM Friday 8:00 – 11:45 AM	1	20	Woodbine 2500 52 nd Avenue
32			40	676	

40 Classes – 29 Wraps, 2 Full Day 7 hours/12 months, 9 HS/TK

EXHIBIT E

IDENTIFICATION OF HEAD START CENTERS

EARLY HEAD START

IDENTIFICATION OF EARLY HEAD START CENTERS

Delegate: **Sacramento City Unified School District**
Center-based: 238 Days

Length of Operating Year:
First Day of Class: 8/1/2023 Last Day of Class: 7/31/2024

Classroom/Center Name	Location Street Address, City, State, Zip	Days of Operation/ Operating Hours	No. of Classes	No. of Children	Name & Address of Kitchen (School) Site Providing Food Service
<i>American Legion EHS</i>	American Legion 3801 Broadway Sac Ca 95817	M-F 7:45-3:45	1	8	SCUSD Central Kitchen
<i>Elder Creek EHS</i>	Elder Creek 7800 Lemon Hill Avenue Sacramento, CA 95824	M-F 7:30-3:30	1	8	SCUSD Central Kitchen
Total	2 centers		2 classes	16 Funded enrollment	

EXHIBIT F
REQUIRED REPORT SCHEDULE

REQUIRED REPORT SCHEDULE

MONTHLY REPORTS			
LINE	ITEM	SUBMIT TO	DUE DATE
Program Reports			
1	Disabilities Monthly Report	Laura Moore Education Coordinator	Monthly (no later than the 5 th of each month)
2	Monthly Program Information Reports to Boards	Karen Griffith Deputy Director	Monthly (No later than the 5 th of each month), except for September, December, February and May
Fiscal Reports			
3	SETA Monthly Fiscal Report	Victor Han Fiscal Manager	Monthly (no later than 10 calendar days after the end of each month)
4	Certification of Non-Federal, In-kind Form	Victor Han Fiscal Manager	Monthly (no later than 10 calendar days after the end of each month)
5	Certification of Non-Federal, In-kind Transmittal Form	Victor Han Fiscal Manager	Monthly (no later than 10 calendar days after the end of each month)
Governance Reports			
6	Updated Policy Committee Membership Roster	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	Monthly (no later than 10 calendar days after the meeting)
7	Minutes of Policy Committee Meetings	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	30 Days Following Meeting
8	Delegate Governing Board Agenda/Minutes and cover sheet listing Head Start required monthly reports	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	Monthly
9	Policy Committee Meeting agenda, roll call & membership roster	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	5 working days prior to meeting
Enrollment and Attendance Reports			
10	Monthly Enrollment, Attendance (ADA) and Waiting List Reports	Veronica Jones Program Officer	1 st day of school, 30 days after the start of the program year, and monthly (no later than 3 calendar days after the end of each month), thereafter
11	Monthly analysis of classes that ADA falls below 85% (narrative format)	Veronica Jones Program Officer	Monthly (No later than the 10 th of each month)
12	Child Plus database up to date	Lisa Carr Head Start Manager	No later than the 5 th of each month

CALENDAR DATE BASED REPORTS

LINE	ITEM	SUBMIT TO	DUE DATE
13	Policy Committee Members Roster (Address/Phone Number/E-mail address)	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	November 2, 2023/As Needed when there are changes
14	CLASS Scores (only submit scores that were self-assessed and/or from assessments by agencies other than SETA)	Megan Lamb Head Start Manager	December 3, 2023 and April 1, 2024
15	Grant Application and Detailed FY Program Narrative (Policy Committee Approval)	Karen Griffith Deputy Director	March 7, 2024
16	Self-Assessment Findings	Melanie Nicolas Program Officer	March 7, 2024
17	Five Year Goals & Objectives Program Plan (August 1 through July 31) (Policy Committee Approval)	Melanie Nicolas Program Officer	With refunding applications March 7, 2024
18	Program Information Report (PIR)	Melanie Nicolas Program Officer	May 31, 2024
19	Final Closeout Report	Victor Han Fiscal Department Manager	No later than 30 calendar days following the termination of the agreement

AS NEEDED REPORTS

LINE	ITEM	SUBMIT TO	DUE DATE
20	Budget Modifications	Karen Griffith Deputy Director	As needed, but no later than May 31, 2024 for the current fiscal year
21	Policy Committee Draft of Proposed Bylaw Revisions	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	10 days after final Bylaws committee approval
22	Policy Committee Revised Bylaws (clean copy to include copies of PC agenda, parent sign-in sheet and minutes of the meeting at which the revised Bylaws were approved)	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	30 Days After the 2nd Reading of the Revised Bylaws
23	Policy Committee — Notification of Removal/Resignation of PC Representative or Alternate - PC Membership Reporting Form	Gaylon Ndiaye Head Start Coordinator (Governance and Parent Engagement)	At Time of Notification
24	Delegate Monitoring Corrective Action Plan.	Gricelda Ocegueda Program Officer	No later than 45 calendar days following on-site exit meeting/written monitoring report
25	Unusual Incident Report that would likely lead to Community Care Licensing Type A violation	Karen Griffith Deputy Director	Within 24 hours of submission to CCL

26	Community Care Licensing Type A Violation	Karen Griffith Deputy Director	Within 24 hours of citation
27	Revocation of license	Karen Griffith Deputy Director	Within 24 hours of revocation
28	Bankruptcy of Agency (if applicable)	Karen Griffith Deputy Director	Within 24 hours
29	Debarment from receiving Federal or State funds; or disqualification from CACFP (if applicable)	Karen Griffith Deputy Director	Within 24 hours of event
30	Audit finding that agency is at risk for ceasing to be a going concern, or otherwise identified serious financial deficiencies (if applicable)	Karen Griffith Deputy Director	Within 24 hours

EXHIBIT G
PROGRAM AREA PLAN

**Sacramento City Unified School District
Head Start/Early Head Start Program
New Head Start Program Performance Standards (HSPPS)
45 CFR Chapter XIII/RIN 0970-AC63**

This document serves as an outline for developing Program Area Plans (aka Written Service Plans). Some performance standards have been omitted from this document if not relevant to program planning/strategies. An example would be performance standards relevant to Migrant/Seasonal programs, OHS jurisdiction items, DRS, etc.

Performance Standard	Strategies	Responsible Staff	Timeline
SUBPART B – THE ADMINISTRATION FOR CHILDREN AND FAMILIES, HEAD START PROGRAM			
Part 1301.1 – Purpose			
An agency, as defined in part 1305 of this chapter, must establish and maintain a formal structure for program governance that includes a governing body, a policy council at the agency level and policy committee at the delegate level, and a parent committee. Governing bodies have a legal and fiscal responsibility to administer and oversee the agency’s Head Start and Early Head Start programs. Policy councils are responsible for the direction of the agency’s Head Start and Early Head Start programs.			
§ 1301.2 Governing Body			
(a) Composition. The composition of a governing body must be in accordance with the requirements specified at section 642(c)(1)(B) of the Act, except where specific exceptions are authorized in the case of public entities at section 642(c)(1)(D) of the Act. Agencies must ensure members of the governing body do not have a conflict of interest, pursuant to section 642(c)(1)(C) of the Act	The SCUSD Board of Education is the governing body of the SCUSD Head Start/EHS program. Members of the Policy Committee are <u>not</u> members of the SCUSD Board of Education.	Director and Parent Advisor	September-June (academic school year)
(b) Duties and responsibilities.			
(1) The governing body is responsible for activities specified at section 642(c) (1) (E) of the Act.	The Program Design and Management/Budget Committee considers overall program planning. Policy Committee members assist to develop and review Service Area Plans.	Coordinators Program Technician	September-June (academic school year)

<p>(2) The governing body must use ongoing monitoring results, data on school readiness goals, §1301.3 45 CFR Chapter XIII other information described in §1302.102, and information described at section 642(d)(2) of the Act to conduct its responsibilities.</p>	<p>Policy Committee develops, reviews, and approves long and short-range goals and objectives.</p>	<p>Director & Coordinators</p>	<p>September-June (academic school year)</p>
<p>(c) Advisory committees.</p>			
<p>(1) A governing body may establish advisory committees as it deems necessary for effective governance and improvement of the program.</p>	<p>The By-laws Committee is formed in a timely manner and the by-laws are reviewed. If changes are needed they are submitted to the Grantee & Governing Board for approval.</p>	<p>By-laws Committee</p>	<p>as needed</p>
<p>(2) If a governing body establishes an advisory committee to oversee key responsibilities related to program governance, it must:</p>			
<p>(i) Establish the structure, communication, and oversight in such a way that the governing body continues to maintain its legal and fiscal responsibility for the Head Start agency; and,</p>			
<p>(ii) Notify the responsible HHS official of its intent to establish such an advisory committee</p>			
<p>§1301.3 Policy council and policy committee</p>			
<p>(a) Establishing policy councils and policy committees. Each agency must establish and maintain a policy council responsible for the direction of the Head Start program at the agency level, and a policy committee at the delegate level. If an agency delegate’s operational responsibility for the entire Head Start or Early Head Start program to one delegate agency, the policy council and policy committee may be the same body.</p>	<p>The Policy Committee consists of elected representatives from each site/program option and community members.</p>	<p>Coordinator Teachers Parent Advisor</p>	<p>September and ongoing</p>
<p>(b) Composition.</p>			

<p>(1) A program must establish a policy council in accordance with section 642(c)(2)(B) of the Act, or a policy committee at the delegate level in accordance with section 642(c)(3) of the Act, as early in the program year as possible. Parents of children currently enrolled in each program option must be proportionately represented on the policy council and on the policy committee at the delegate level.</p>	<p>The representatives and board from the previous year are seated until the elections are held in September at the Parent Committee level. Elections are held in November for Policy Committee Executive Board and Policy Council. Parent Representatives are elected at their sites. Community members are invited to be members of the Policy Committee and the Policy Committee has final approval of selection of community representatives. Size of the Policy Committee is determined by the number of classrooms and program options.</p>	<p>Coordinator Classroom Staff Parent</p>	<p>September and ongoing</p>
<p>(2) The program must ensure members of the policy council, and of the policy committee at the delegate level, do not have a conflict of interest pursuant to sections 642(c)(2)(C) and 642(c)(3)(B) of the Act. Staff may not serve on the policy council or policy committee at the delegate level except parents who occasionally substitute as staff.</p>	<p>Policy Committee roster is monitored to assure that permanent staff, substitutes who work more than two days per month or 24 days per year, and family members are excluded from membership in Policy Committees.</p>	<p>Coordinator Parent Advisor</p>	<p>Ongoing</p>
<p>(c) Duties and responsibilities.</p>			
<p>(1) A policy council is responsible for activities specified at section 642(c)(2)(D) of the Act. A policy committee must approve and submit to the delegate agency its decisions in each of the following areas referenced at section 642(c)(2)(D)(i) through (vii) of the Act.</p>	<p>Policy Committee reviews program standards. Registration Supervisor provides annual training for incoming representatives.</p>	<p>Director Coordinator</p>	<p>November</p>
<p>(2) A policy council, and a policy committee at the delegate level, must use ongoing monitoring results, data on school readiness goals, other information described in §1302.102, and information described in section 642(d)(2) of the Act to conduct its responsibilities.</p>	<p>Policy Committee develops, reviews, and approves long and short-range goals and objectives based on program data.</p>	<p>Coordinator Parent Advisor</p>	<p>ongoing</p>
<p>(d) Term.</p>			
<p>(1) A member will serve for one year.</p>	<p>Policy Committee members serve for one year.</p>		

<p>(2) If the member intends to serve for another year, s/he must stand for re-election.</p>	<p>Parent representatives are elected at their sites as early in the School year as possible. Community Representatives can be selected on an ongoing basis and are reviewed annually.</p>	<p>Coordinator Classroom Staff Parent</p>	<p>Ongoing</p>
<p>(3) The policy council, and policy committee at the delegate level, must include in its bylaws how many one-year terms, not to exceed five terms, a person may serve.</p>	<p>Policy Committee roster is monitored by the registration supervisor, to assure that no parent or community member serves more than five (5) one-year terms.</p>	<p>Coordinator Parent Advisor</p>	<p>ongoing</p>
<p>(4) A program must seat a successor policy council, or policy committee at the delegate level, before an existing policy council, or policy committee at the delegate level, may be dissolved.</p>	<p>The representatives and board from the previous year are seated until the elections are held in September, at the parent committee level. Elections are held in November for Policy Committee Executive Board and Policy Council.</p>	<p>Coordinator Parent Advisor</p>	<p>November-yearly</p>
<p>(e) Reimbursement. A program must enable low-income members to participate fully in their policy council or policy committee responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the low-income members.</p>	<p>Reimbursement is provided for mileage and childcare costs, if applicable.</p>	<p>Coordinator Parent Advisor Program Technician</p>	<p>ongoing</p>
<p>§1301.4 Parent committees</p>			
<p>(a) Establishing parent committees. A program must establish a parent committee comprised exclusively of parents of currently enrolled children as early in the program year as possible. This committee must be established at the center level for center-based programs and at the local program level for other program options. When a program operates more than one option, parents may choose to have a separate committee for each option or combine membership. A program must ensure that parents of currently enrolled children understand the process for elections to the policy council or policy committee and other leadership opportunities.</p>	<p>Parent Committees convene regularly at the site to assist the Teachers with planning children's curriculum and parent activities. The P.C. Representative will facilitate communication between the classroom and Policy Committee.</p>	<p>Parent Advisor Teachers</p>	<p>September/October yearly basis</p>
<p>(b) Requirements of parent committees. Within the parent committee structure, a program may determine the best methods to engage families using strategies that are most effective in their community,</p>			

as long as the program ensures the parent committee carries out the following minimum responsibilities:			
(1) Advise staff in developing and implementing local program policies, activities, and services to ensure they meet the needs of children and families;	Suggestion boxes (or equivalent) are at each site. Parents recommend needed changes in policies, activities and services through parent committees, sub committees, PC.	Coordinators Parent Advisor Policy Committee Teachers	ongoing
(2) Have a process for communication with the policy council and policy committee; and	The elected parent representative will serve as liaison between the identified entities. Parents are provided with a parent handbook, SCUSD Parent's Rights, staff consultation and assistance.	Parent Advisor Coordinators Nurses Resource Teachers	Ongoing
(3) Within the guidelines established by the governing body, policy council or policy committee, participate in the recruitment and screening of Early Head Start and Head Start employees.	Parents are requested to participate in the interview and selection process. Policy Committee members are involved in recruitment.	Coordinators Personnel Technicians Parent Advisor	Ongoing as applicable
§1301.5 Training			
An agency must provide appropriate training and technical assistance or orientation to the governing body, any advisory committee members, and the policy council, including training on program performance standards and training indicated in §1302.12(m) to ensure the members understand the information they receive and can effectively oversee and participate in the programs in the Head Start agency.	Registration Supervisor provides annual training for incoming representatives, and reviews program standards, content areas and services.	Parent Advisor Coordinator	November/October
§1301.6 Impasse procedures			
(a) To facilitate meaningful consultation and collaboration about decisions of the governing body and the policy council, each agency's governing body and policy council jointly must establish written procedures for resolving internal disputes between the governing board and policy council in a timely	There is an Internal Dispute Resolution approved by PC and also the SCUSD Governing Board.	Policy Committee SCUSD Governing Board Coordinator	Ongoing

manner that include impasse procedures. These procedures must:			
(1) Demonstrate that the governing body considers proposed decisions from the policy council and that the policy council considers proposed decisions from the governing body;	The Police Committee shall make initial decisions with respect to all shared decision matters and shall refer those decisions to the Board for concurrence.		
(2) If there is a disagreement, require the governing body and the policy council to notify the other in writing why it does not accept a decision; and,	Administrator will appoint or convene as soon as practicable. All meetings of the Internal Dispute Committee shall be held consistent with the Brown Act.	Director Coordinator	
(3) Describe a decision-making process and a timeline to resolve disputes and reach decisions that are not arbitrary, capricious, or illegal.	The SCUSD Board and the policy Committee shall appoint two members to serve on the Internal Dispute Committee. They shall meet to discuss the matter to reach a resolution. If either the committee or the board rejects the Dispute Committees recommendation, the matter shall be referred back to the Dispute Committee for further discussion and recommendation. This process shall be continued until the Policy committee and the SCUSD Board mutually agree on an acceptable resolution of the matter. Such mutual agreement shall constitute the final action of SCUSD Head Start, regarding the matter.	Coordinator Director Administrator	
(b) If the agency’s decision-making process does not result in a resolution and an impasse continues, the governing body and policy council must select a mutually agreeable third party mediator and participate in a formal process of mediation that leads to a resolution of the dispute.		Coordinator Director Administrator	
(c) If no resolution is reached with a mediator, the governing body and policy council must select a mutually agreeable arbitrator whose decision is final.		Coordinator Director Administrator	
PART 1302 — PROGRAM OPERATIONS			
§1302.1 Overview			

This part implements these statutory requirements in Sections 641A, 645, 645A, and 648A of the Act by describing all of the program performance standards that are required to operate Head Start, Early Head Start, American Indian and Alaska Native and Migrant or Seasonal Head Start programs. The part covers the full range of operations from enrolling eligible children and providing program services to those children and their families, to managing programs to ensure staff are qualified and supported to effectively provide services. This part also focuses on using data through ongoing program improvement to ensure high-quality service. As required in the Act, these provisions do not narrow the scope or quality of services covered in previous regulations. Instead, these regulations raise the quality standard to reflect science and best practices, and streamline and simplify requirements so programs can better understand what is required for quality services.

SUBPART A — ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, AND ATTENDANCE

§1302.10 Purpose

This subpart describes requirements of grantees for determining community strengths, needs and resources as well as recruitment areas. It contains requirements and procedures for the eligibility determination, recruitment, selection, enrollment and attendance of children and explains the policy concerning the charging of fees.

§1302.11 Determining community strengths, needs, and resources

(a) Service area.			
(1) A program must propose a service area in the grant application and define the area by county or sub-county area, such as a municipality, town or census tract or jurisdiction of a federally recognized Indian reservation.	SETA' Head Start grant serves the families in Sacramento County. SCUSD defines the geographical boundaries for the district.	Grantee	
(2) If a program decides to change the service area after ACF has approved its grant application, the program must submit to ACF a new service area proposal for approval.			
(b) Community wide strategic planning and needs assessment (community assessment).			

<p>(1) To design a program that meets community needs, and builds on strengths and resources, a program must conduct a community assessment at least once over the five-year grant period. The community assessment must use data that describes community strengths, needs, and resources and include, at a minimum:</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	
<p>(i) The number of eligible infants, toddlers, preschool age children, and expectant mothers, including their geographic location, race, ethnicity, and languages they speak, including:</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	
<p>(A) Children experiencing homelessness in collaboration with, to the extent possible, McKinney-Vento Local Education Agency Liaisons (42 U.S.C. 11432 (6)(A));</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p> <p>SETA (Grantee) completes the Community Needs Assessment. ELC Department updates this information with school district data.</p>	<p>Grantee</p>	
<p>(B) Children in foster care; and;</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	

<p>(C) Children with disabilities, including types of disabilities and relevant services and resources provided to these children by community agencies</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	
<p>(ii) The education, health, nutrition and social service needs of eligible children and their families, including prevalent social or economic factors that impact their well-being;</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	
<p>(iii) Typical work, school, and training schedules of parents with eligible children;</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	
<p>(iv) Other child development, child care centers, and family child care programs that serve eligible children, including home visiting, publicly funded state and local preschools, and the approximate number of eligible children served;</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	

<p>(v) Resources that are available in the community to address the needs of eligible children and their families; and,</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	
<p>(vi) Strengths of the community.</p>	<p>SETA prepares and completes the Community Needs Assessment. Information is reflective of county and local community demographics, including specific childcare availability and use through Child Action data. The Research Department, principals, community members and staff all provide important special education needs data.</p>	<p>Grantee</p>	
<p>(2) A program must annually review and update the community assessment to reflect any significant changes including increased availability of publicly-funded pre-kindergarten (including an assessment of how the pre-kindergarten available in the community meets the needs of the parents and children served by the program, and whether it is offered for a full school day), rates of family and child homelessness, and significant shifts in community demographics and resources.</p>	<p>SETA (Grantee) completes the Community Needs Assessment. ELC Department updates this information with school district data.</p>	<p>Grantee Director</p>	
<p>(3) A program must consider whether the characteristics of the community allow it to include children from diverse economic backgrounds that would be supported by other funding sources, including private pay, in addition to the program's eligible funded enrollment. A program must not enroll children from diverse economic backgrounds</p>	<p>Income Waivers are approved by the Grantee not to exceed 10% of enrollment. The data specialist keeps track of all families with over income waivers, to ensure that we do not exceed the 10% over income guidelines.</p>	<p>Coordinator Child Development Specialist Grantee Data Information Technician</p>	<p>Ongoing prior to acceptance and starting the program.</p>

if it would result in a program serving less than its eligible funded enrollment.			
§1302.12 Determining, verifying, and documenting eligibility.			
(a) Process overview.			
(i) Conduct an in-person interview with each family, unless paragraph (a)(2) of this section applies;	Income is verified by review of appropriate documentation in an in-person meeting.	Child Development Specialist Coordinator	Ongoing , prior to acceptance.
(1) Program staff must:			
(ii) Verify information as required in paragraphs (h) and (i) of this section; and,	Income is verified by review of appropriate documentation. Income is verified prior to acceptance.	Child Development Specialist Coordinator	Ongoing prior to acceptance.
(iii) Create an eligibility determination record for enrolled participants according to paragraph (k) of this section.	SCUSD uses the Head Start Eligibility Form to determine eligibility. Form is maintained in enrollment records.	Child Development Specialist Coordinator	Ongoing prior to acceptance.
(2) Program staff may interview the family over the telephone if an in-person interview is not possible or convenient for the family.	Families are interviewed over the phone when necessary.	Child Development Specialist Coordinator	Ongoing prior to acceptance.
(3) If a program has an alternate method to reasonably determine eligibility based on its community assessment, geographic and administrative data, or from other reliable data sources, it may petition the responsible HHS official to waive requirements in paragraphs (a)(1)(i) and (ii) of this section.	SCUSD does not have an alternative method to determine eligibility.		
(b) Age requirements.			
(1) For Early Head Start, except when the child is transitioning to Head Start, a child must be an infant or a toddler younger than three years old.			

<p>(2) For Head Start, a child must: (i) Be at least three years old or, turn three years old by the date used to determine eligibility for public school in the community in which the Head Start program is located; and,</p>	<p>State of California mandates a child must be at least three years old by September 1st. Birth certificates or other official documents are reviewed for age eligibility.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing prior to acceptance.</p>
<p>(ii) Be no older than the age required to attend school.</p>	<p>State of California mandates a child must be at least three years old by September 1st. Birth certificates or other official documents are reviewed for age eligibility.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing prior to acceptance.</p>
<p>(3) For Migrant or Seasonal Head Start, a child must be younger than compulsory school age by the date used to determine public school eligibility for the community in which the program is located.</p>			
<p>(c) Eligibility requirements.</p>			
<p>(1) A pregnant woman or a child is eligible if:</p>			
<p>(i) The family's income is equal to or below the poverty line; or,</p>	<p>Families must meet Federal income eligibility guidelines.</p>	<p>Coordinator Child Development Specialist Data Information Technician</p>	<p>Ongoing prior to acceptance and starting the program</p>
<p>(ii) The family is eligible for or, in the absence of child care, would be potentially eligible for public assistance; including TANF child-only payments; or,</p>	<p>The selection criteria prioritize families based on income, age and risk factors.</p>	<p>Grantee Director Coordinator Child Development Specialist</p>	<p>Ongoing prior to acceptance and starting the program</p>
<p>(iii) The child is homeless, as defined in part 1305; or,</p>	<p>The selection criteria prioritize families based on income, age and risk factors.</p>	<p>Grantee Director Coordinator Child Development Specialist</p>	<p>Ongoing prior to acceptance and starting the program</p>

<p>(iv) The child is in foster care.</p>	<p>The selection criteria prioritize families based on income, age and risk factors.</p>	<p>Grantee Director Coordinator Child Development Specialist</p>	
<p>(d) Additional allowances for programs.</p>			
<p>(1) A program may enroll an additional 35 percent of participants whose families do not meet a criterion described in paragraph (c) of this section and whose incomes are below 130 percent of the poverty line, if the program:</p>	<p>Income Waivers are approved by the Grantee not to exceed 10% of enrollment. The data specialist keeps track of all families with over income waivers, to ensure that we do not exceed the 10% over income guidelines.</p>	<p>Coordinator Child Development Specialist Grantee Data Information Technician</p>	<p>Ongoing prior to acceptance and starting the program</p>
<p>(i) Establishes and implements outreach, and enrollment policies and procedures to ensure it is meeting the needs of eligible pregnant women, children, and children with disabilities, before serving pregnant women or children who do not meet the criteria in paragraph (c) of this section; and,</p>	<p>The program recruitment plan is designed to maintain enrollment at full capacity. It includes various recruitment strategies and community resources.</p>	<p>Director Parent Advisor Coordinators Support Staff</p>	<p>Ongoing recruitment activities are implemented as needed</p>
<p>(ii) Establishes criteria that ensure pregnant women and children eligible under the criteria listed in paragraph (c) of this section are served first.</p>	<p>The selection criteria prioritize families based on income, age and risk factors.</p>	<p>Grantee Director Coordinator Child Development Specialist</p>	<p>Countywide Selection Criteria is reviewed and approved annually by the Grantee and Delegate input</p>
<p>(2) If a program chooses to enroll participants who do not meet a criterion in paragraph (c) of this section, and whose family incomes are between 100 and 130 percent of the poverty line, it must be able to report to the Head Start regional program office:</p>			

<p>(i) How it is meeting the needs of low-income families or families potentially eligible for public assistance, homeless children, and children in foster care, and include local demographic data on these populations;</p>	<p>The program recruitment plan is designed to maintain enrollment at full capacity. It includes various recruitment strategies and community resources. The Grantee establishes county-wide criteria for selection with delegate input. The selection criteria prioritize families based on income, age and risk factors.</p>	<p>Grantee Director Coordinator Parent Advisor Child Development Specialist</p>	<p>Countywide Selection Criteria is reviewed and approved annually by the Grantee and Delegate input.</p>
<p>(ii) Outreach and enrollment policies and procedures that ensure it is meeting the needs of eligible children or pregnant women, before serving over-income children or pregnant women;</p>	<p>The Grantee establishes county-wide criteria for selection with delegate input. The selection criteria prioritize families based on income, age and risk factors. The program recruitment plan is designed to maintain enrollment at full capacity. It includes various recruitment strategies and community resources.</p>	<p>Grantee Director Coordinator Child Development Specialist Parent Advisor</p>	<p>Countywide Selection Criteria is reviewed and approved annually by the Grantee and Delegate input. Ongoing recruitment activities are implemented as needed.</p>
<p>(iii) Efforts, including outreach, to be fully enrolled with eligible pregnant women or children;</p>	<p>The Grantee establishes county-wide criteria for selection with delegate input. The selection criteria prioritize families based on income, age and risk factors. The program recruitment plan is designed to maintain enrollment at full capacity. It includes various recruitment strategies and community resources.</p>	<p>Grantee Director Coordinator Parent Advisor Child Development Specialist</p>	<p>Ongoing recruitment activities are implemented as needed.</p>
<p>(iv) Policies, procedures, and selection criteria it uses to serve eligible children;</p>	<p>The Grantee establishes county-wide criteria for selection with delegate input. The selection criteria prioritize families based on income, age and risk factors.</p>	<p>Grantee Director Coordinator Child Development Specialist</p>	<p>Countywide Selection Criteria is reviewed and approved annually by the Grantee and Delegate input</p>

(v) Its current enrollment and its enrollment for the previous year;	Enrollment data is tracked and monitored monthly via Child Plus database and reported to grantee monthly. Records are maintained for 5 years.	Director Data Specialist Coordinator Child Development Specialist	Monthly
(vi) The number of pregnant women and children served, disaggregated by the eligibility criteria in paragraphs (c) and (d)(1) of this section; and,	Enrollment data is tracked and monitored monthly via Child Plus database and reported to grantee monthly. Records are maintained for 5 years. Data is disaggregated by eligibility criteria.	Director Data Specialist Coordinator Child Development Specialist	Monthly
(vii) The eligibility criteria category of each child on the program’s waiting list.	Over income children are enrolled when wait list has been exhausted	Coordinator Child Development Specialist Data Information Technician	Ongoing as applicable
(h) Verifying age. Program staff must verify a child’s age according to program policies and procedures. A program’s policies and procedures cannot require families to provide documents that confirm a child’s age, if doing so creates a barrier for the family to enroll the child.	Intake process requires some form of documentation that verifies a child’s age. However in extreme circumstances the program works with the family on a case by case basis.	Coordinator Child Development Specialist	Ongoing as applicable
(i) Verifying eligibility.			
(1) To verify eligibility based on income, program staff must use tax forms, pay stubs, or other proof of income to determine the family income for the relevant time period.	At intake process, income is verified by review of appropriate documentation.	Coordinator Child Development Specialist	Ongoing prior to acceptance and starting the program
(i) If the family cannot provide tax forms, pay stubs, or other proof of income for the relevant time period, program staff may accept written statements from employers, including individuals who are self-employed, for the relevant time period and use information provided	Families are allowed to self-certify. Families complete three months of employment logs and a self-certification of their employment.	Coordinator Child Development Specialist	Ongoing as applicable

<p>to calculate total annual income with appropriate multipliers.</p>			
<p>(ii) If the family reports no income for the relevant time period, a program may accept the family's signed declaration to that effect, if program staff describes efforts made to verify the family's income, and explains how the family's total income was calculated or seeks information from third parties about the family's eligibility, if the family gives written consent. If a family gives consent to contact third parties, program staff must adhere to program safety and privacy policies and procedures and ensure the eligibility determination record adheres to paragraph (k)(2) of this section.</p>	<p>Families are allowed to self-certify. A signed declaration noting zero income also states how the family is supported.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing as applicable</p>
<p>(iii) If the family can demonstrate a significant change in income for the relevant time period, program staff may consider current income circumstances.</p>	<p>If family income fluctuates month to month, eligibility will be determined on a case by case basis.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing as applicable</p>
<p>(2) To verify whether a family is eligible for, or in the absence of child care, would be potentially eligible for public assistance, the program must have documentation from either the state, local, or tribal public assistance agency that shows the family either receives public assistance or that shows the family is potentially eligible to receive public assistance.</p>	<p>Families provide public assistance records to verify their eligibility.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing as applicable</p>
<p>(3) To verify whether a family is homeless, a program may accept a written statement from a homeless services provider,</p>			

<p>school personnel, or other service agency attesting that the child is homeless or any other documentation that indicates homelessness, including documentation from a public or private agency, a declaration, information gathered on enrollment or application forms, or notes from an interview with staff to establish the child is homeless; or any other document that establishes homelessness.</p>			
<p>(i) If a family can provide one of the documents described in this paragraph (i) (3), program staff must describe efforts made to verify the accuracy of the information provided and state whether the family is eligible because they are homeless.</p>	<p>SCUSD follows McKinney-Vento Act.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing as applicable</p>
<p>(ii) If a family cannot provide one of the documents described in this paragraph (i)(3) to prove the child is homeless, a program may accept the family’s signed declaration to that effect, if, in a written statement, program staff describe the child’s living situation that meets the definition of homeless in part 1305 of this chapter</p>	<p>Families are allowed to self-declare homeless status and must include a written description of their current living situation.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing as applicable</p>
<p>(iii) Program staff may seek information from third parties who have firsthand knowledge about a family’s living situation, if the family gives written consent. If the family gives consent to contact third parties, program staff must adhere to program privacy policies and procedures and ensure the eligibility</p>	<p>SCUSD verifies information as needed with written consent.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing as applicable</p>

determination record adheres to paragraph (k) of this section.			
(iv) To verify whether a child is in foster care, program staff must accept either a court order or other legal or government-issued document, a written statement from a government child welfare official that demonstrates the child is in foster care, or proof of a foster care payment. (j) Eligibility duration.	Foster care status is verified at enrollment by review of appropriate documents.	Coordinator Child Development Specialist	Ongoing as applicable
(j) Eligibility duration.			
(1) If a child is determined eligible under this section and is participating in a Head Start program, he or she will remain eligible through the end of the succeeding program year except that the Head Start program may choose not to enroll a child when there are compelling reasons for the child not to remain in Head Start, such as when there is a change in the child's family income and there is a child with a greater need for Head Start services	Families eligible for Head Start will remain eligible through the preceding year.	Coordinator Child Development Specialist	Annually
(2) Children who are enrolled in a program receiving funds under the authority of section 645A of the Act remain eligible while they participate in the program.	Families eligible for Head Start will remain eligible through the next year.	Coordinator Child Development Specialist	Annually
(3) If a child moves from an Early Head Start program to a Head Start program, program staff must verify the family's eligibility again.	Income is verified via review of appropriate documents prior to acceptance into Head Start.	Coordinator Child Development Specialist	Ongoing as applicable
(4) If a program operates both an Early Head Start and a Head Start program, and the parents wish to enroll their child who has been enrolled in the program's Early Head Start, the program must ensure, whenever possible, the child receives Head Start			

<p>services until enrolled in school, provided the child is eligible.</p>			
<p>(k) Records.</p>			
<p>(1) A program must keep eligibility determination records for each participant and ongoing records of the eligibility training for staff required by paragraph (m) of this section. A program may keep these records electronically</p>	<p>Eligibility records are maintained for 5 years. Staff training is documented and maintained for 5 years.</p>	<p>Coordinator Child Development Specialist</p>	<p>Ongoing and maintained for 5 years.</p>
<p>(2) Each eligibility determination record must include:</p>			
<p>(i) Copies of any documents or statements, including declarations, that are deemed necessary to verify eligibility under paragraphs (h) and (i) of this section;</p>	<p>Eligibility records are maintained for 5 years.</p>	<p>Child Development Specialist</p>	<p>Ongoing and maintained for 5 years.</p>
<p>(ii) A statement that program staff has made reasonable efforts to verify information by:</p>			
<p>(A) Conducting either an in-person, or a telephone interview with the family as described under paragraph (a)(1)(i) or (a)(2) of this section; and,</p>	<p>Head Start Eligibility Record and Head Start application is signed by parent and enrollment staff verifying information is correct.</p>		
<p>(B) Describing efforts made to verify eligibility, as required under paragraphs (h) through (i) of this section; and, collecting documents required for third party verification that includes the family's written consent to contact each third party, the third parties' names, titles, and affiliations, and information</p>	<p>Head Start Eligibility Record and Head Start application is signed by enrollment staff verifying information is correct.</p>		

from third parties regarding the family's eligibility.			
(iii) A statement that identifies whether:		Child Development Specialist	Ongoing prior to acceptance and starting the program.
(A) The family's income is below income guidelines for its size, and lists the family's size;	Head Start application is signed by enrollment staff verifying information is correct.	Child Development Specialist	Ongoing prior to acceptance and starting the program.
(B) The family is eligible for or, in the absence of child care, potentially eligible for public assistance;	The Head Start Eligibility form is completed and identifies family eligibility. Head Start application is signed by enrollment staff verifying information is correct.	Child Development Specialist	
(C) The child is a homeless child or the child is in foster care;	Head Start Eligibility Record and Head Start application is signed by enrollment staff verifying information is correct.	Child Development Specialist	Ongoing
(D) The family was determined to be eligible under the criterion in paragraph (c)(2) of this section; or,	Head Start Eligibility Record and Head Start application is signed by enrollment staff verifying information is correct.	Child Development Specialist	Ongoing
(E) The family was determined to be eligible under the criterion in paragraph (d) (1) of this section.	Head Start Eligibility Record and Head Start application is signed by enrollment staff verifying information is correct.	Child Development Specialist	Ongoing
(3) A program must keep eligibility determination records for those currently enrolled, as long as they are enrolled, and, for one year after they have either stopped receiving services; or are no longer enrolled.	Enrollment and eligibility records are maintained for 5 years.	Child Development Specialist	Ongoing
(l) Program policies and procedures on violating eligibility determination regulations. A program must establish written policies and procedures that	See SCUSD's Code of Ethics (BP 4119.21, BP 4219.21, BP 4319.21)	Director	As applicable

describe all actions taken against staff who intentionally violate federal and program eligibility determination regulations and who enroll pregnant women and children that are not eligible to receive Early Head Start or Head Start services.			
(m) Training on eligibility.			
(1) A program must train all governing body, policy council, management, and staff who determine eligibility on applicable federal regulations and program policies and procedures. Training must, at a minimum:	Annual presentations to school board and policy committee will review the selection criteria and enrollment process. Regular enrollment staff meetings cover eligibility criteria, processes and procedures, and federal regulations.	Director Coordinator	
(i) Include methods on how to collect complete and accurate eligibility information from families and third party sources;	Regular enrollment staff meetings cover eligibility criteria, processes and procedures, and federal regulations.	Coordinator	
(ii) Incorporate strategies for treating families with dignity and respect and for dealing with possible issues of domestic violence, stigma, and privacy; and,	Regular enrollment staff meetings includes strategies for providing excellent customer service including providing families with necessary community resources.	Coordinator	
(iii) Explain program policies and procedures that describe actions taken against staff, families, or participants who attempt to provide or intentionally provide false information.	Staff and families sign the application that state the information included in this application is true and accurate under penalty of perjury.	Child Development Specialist	
(2) A program must train management and staff members who make eligibility determinations within 90 days of hiring new staff.	Intensive training which includes eligibility criteria, processes and procedures, and federal regulations occurs the first week of work. Information is reinforced by ongoing CDS meetings.	Coordinator	
(3) A program must train all governing body and policy council members within 180 days of the beginning of the term of a new governing body or policy council.	Annual presentations to school board and policy committee with review the selection criteria and enrollment process.	Director	

<p>(4) A program must develop policies on how often training will be provided after the initial training.</p>	<p>Information is reinforced by ongoing CDS meetings.</p>		
<p>§1302.13 Recruitment of children</p>			
<p>In order to reach those most in need of services, a program must develop and implement a recruitment process designed to actively inform all families with eligible children within the recruitment area of the availability of program services, and encourage and assist them in applying for admission to the program. A program must include specific efforts to actively locate and recruit children with disabilities and other vulnerable children, including homeless children and children in foster care.</p>	<p>The program recruitment plan is designed to maintain enrollment at full capacity. It includes various recruitment strategies and community resources.</p>	<p>Director Parent Advisor Coordinators Support Staff</p>	<p>Ongoing as applicable</p>
<p>§1302.14 Selection process</p>			
<p>(a) Selection criteria.</p>			
<p>(1) A program must annually establish selection criteria that weigh the prioritization of selection of participants, based on community needs identified in the community needs assessment as described in §1302.11(b), and including family income, whether the child is homeless, whether the child is in foster care, the child's age, whether the child is eligible for special education and related services, or early intervention services, as appropriate, as determined under the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 et seq.) and, other relevant family or child risk factors.</p>	<p>The Grantee establishes county-wide criteria for selection with delegate input.</p>	<p>Grantee Director Child Development Specialist Coordinator</p>	<p>Countywide selection criteria is reviewed and approved annually by the Grantee with Delegate input.</p>
<p>(2) If a program serves migrant or seasonal families, it must select participants according to criteria in paragraph (a)(1) of this section, and give priority to children whose families can demonstrate they have</p>			

relocated frequently within the past two-years to pursue agricultural work.			
(3) If a program operates in a service area where Head Start eligible children can enroll in high-quality publicly funded pre-kindergarten for a full school day, the program must prioritize younger children as part of the selection criteria in paragraph (a)(1) of this section. If this priority would disrupt partnerships with local education agencies, then it is not required.	Eligibility criteria states if there are no eligible four year olds, eligible three year olds are enrolled.	Coordinator Child Development Specialist	Ongoing as applicable
(4) A program must not deny enrollment based on a disability or chronic health condition or its severity.	SCUSD follows the county-wide selection criteria.	Coordinator Child Development Specialist	Ongoing as applicable
(b) Children eligible for services under IDEA.			
(1) A program must ensure at least 10 percent of its total funded enrollment is filled by children eligible for services under IDEA, unless the responsible HHS official grants a waiver.	Staff from SCUSD Special Education work closely with Head Start staff to coordinate services. Effort is made to maintain or exceed 10% enrollment of children with disabilities.	Coordinators Director Child Development Specialist	Ongoing as applicable
(2) If the requirement in paragraph (b)(1) of this section has been met, children eligible for services under IDEA should be prioritized for the available slots in accordance with the program’s selection criteria described in paragraph (a) of this section.	SCUSD follows the county-wide selection criteria.		
(c) Waiting lists. A program must develop at the beginning of each enrollment year and maintain during the year a waiting list that ranks children according to the program’s selection criteria.	The waiting list adheres to the County Selection Criteria. There is no limit to how many applications can be on a waiting list, which are maintained in the office.	Coordinator Child Development Specialist	Ongoing
§1302.15 Enrollment			
(a) Funded enrollment. A program must maintain its funded enrollment level and fill any vacancy as soon as possible. A program must fill any vacancy within 30 days.	Enrollment is monitored weekly and families from the wait list are offered vacancies as soon as possible. Data Specialist monitors 30 day drops.	Coordinators Data Information Technician	Weekly

		Director	
(b) Continuity of enrollment.			
(1) A program must make efforts to maintain enrollment of eligible children for the following year.	Children are eligible for the year they are admitted and the following year.	Coordinator Child Development Specialist	Annually
(2) Under exceptional circumstances, a program may maintain a child's enrollment in Head Start for a third year, provided that family income is verified again. A program may maintain a child's enrollment in Early Head Start as described in §1302.12(j) (2).	Age eligible children may reapply for Head Start and enroll if income eligible.	Coordinator Child Development Specialist	Annually
(3) If a program serves homeless children or children in foster care, it must make efforts to maintain the child's enrollment regardless of whether the family or child moves to a different service area, or transition the child to a program in a different service area, as required in §1302.72(a), according to the family's needs.	SCUSD follows McKinney-Vento Act.	Coordinator Child Development Specialist	Ongoing as applicable
(c) Reserved slots. If a program determines from the community assessment there are families experiencing homelessness in the area, or children in foster care that could benefit from services, the program may reserve one or more enrollment slots for pregnant women and children experiencing homelessness and children in foster care, when a vacancy occurs. No more than three percent of a program's funded enrollment slots may be reserved. If the reserved enrollment slot is not filled within 30 days, the enrollment slot becomes vacant and then must be filled in accordance with paragraph (a) of this section.	The department works with the district's Homeless Services/Parker Family Resource Center, Foster Youth Services and other agencies to reserve slots for potential students who are homeless or in foster care.	Director Coordinators	Ongoing as applicable
(d) Other enrollment. Children from diverse economic backgrounds who are funded with other sources, including private pay, are not considered part of a program's eligible funded enrollment.	SCUSD only enrolls Head Start funded students in its Head Start classes.		

(e) State immunization enrollment requirements. A program must comply with state immunization enrollment and attendance requirements, with the exception of homeless children as described in §1302.16(c) (1).	Documentation of immunizations is collected at time of enrollment to verify fulfillment of state immunization requirements.	Coordinator Child Development Specialist	Ongoing prior to acceptance.
(f) Voluntary parent participation. Parent participation in any program activity is voluntary, including consent for data sharing, and is not required as a condition of the child's enrollment.	SCUSD encourages parent volunteers however it is not mandatory for enrollment.	Parent Advisor Teachers	
§1302.16 Attendance			
(a) Promoting regular attendance. A program must track attendance for each child.	Attendance is recorded daily in Child Plus.	Classroom staff	Daily or by the end of the week
(1) A program must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.	On the day of an unexpected absence, teachers must call the family to inquire why a child is absent.	Classroom staff	Daily as applicable
(2) A program must implement strategies to promote attendance. At a minimum, a program must:			
(i) Provide information about the benefits of regular attendance;	Information regarding the benefits of regular attendance is provided in multiple places including the Welcome Letter, Parent Handbook, PC and classroom meetings.	Coordinator Child Development Specialist Classroom Staff	Ongoing as applicable
(ii) Support families to promote the child's regular attendance;	SST meetings will be scheduled for students with sporadic attendance.	Teacher Coordinator	Ongoing as applicable
(iii) Conduct a home visit or make other direct contact with a child's parents if a child has multiple unexplained absences (such as two consecutive unexplained absences); and,	On the third day of consecutive absence, teacher calls the parent to inquire about the absence. If no contact is made and the student is absent a fourth day, the teacher will attempt to call the parents again and continue to call all numbers on the emergency card until contact is made.	Classroom staff Child Development Specialist	Ongoing as applicable

<p>(iv) Within the first 60 days of program operation, and on an ongoing basis thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.</p>	<p>Child Plus reports are run monthly to identify children whose attendance is 90% or lower. Attendance letters are sent to families detailing the child’s attendance and the importance of regular attendance. Attendance support meetings will be scheduled upon parent request or when attendance is below 90% for three consecutive months.</p>	<p>Data Information Technician Child Development Specialist</p>	<p>Monthly as application</p>
<p>(3) If a child ceases to attend, the program must make appropriate efforts to reengage the family to resume attendance, including as described in paragraph (a) (2) of this section. If the child’s attendance does not resume, then the program must consider that slot vacant. This action is not considered expulsion as described in §1302.17.</p>	<p>If a student is absent and we are not able to reach the family a letter is sent as a last attempt to contact the family. If there is no response within a week, the slot is considered vacant and the student is dropped.</p>	<p>Classroom staff Child Development Specialist</p>	<p>Monthly</p>
<p>(b) Managing systematic program attendance issues. If a program’s monthly average daily attendance rate falls below 85 percent, the program must analyze the causes of absenteeism to identify any systematic issues that contribute to the program’s absentee rate. The program must use this data to make necessary changes in a timely manner as part of ongoing oversight and correction as described in §1302.102(b) and inform its continuous improvement efforts as described in §1302.102(c).</p>	<p>Classroom and office staff monitors monthly attendance. Classroom teachers and coordinators support efforts for appropriate attendance. The registration Supervisor reports to PC when classrooms have dropped under the 85% threshold. Analysis is completed on those classrooms found to be below the threshold and action taken if necessary.</p>	<p>Classroom and office staff (monitor) Classroom teachers, Coordinators and Parent Advisor (support/promote) Coordinator (reports to PC)</p>	<p>Monthly</p>
<p>(c) Supporting attendance of homeless children.</p>			
<p>(1) If a program determines a child is eligible under §1302.12(c)(1)(iii), it must allow the child to attend for up to 90 days or as long as allowed under state licensing</p>	<p>When a family is deemed “homeless,” children may attend class up to 90 days while efforts are made to acquire the immunization documents. Enrollment</p>	<p>CD Specialist Coordinator Nurses</p>	<p>Ongoing as applicable</p>

requirements, without immunization and other records, to give the family reasonable time to present these documents. A program must work with families to get children immunized as soon as possible in order to comply with state licensing requirements.	staff to work with the nurse to help facilitate the process. SCUSD follows McKinney-Vento Act.		
(2) If a child experiencing homelessness is unable to attend classes regularly because the family does not have transportation to and from the program facility, the program must utilize community resources, where possible, to provide transportation for the child.	Bus passes are provided for families in need.	Classroom Staff Coordinators Parent Advisor	Ongoing as applicable
§1302.17 Suspension and expulsion			
(a) Limitations on suspension.			
(1) A program must prohibit or severely limit the use of suspension due to a child’s behavior. Such suspensions may only be temporary in nature.	SCUSD does not suspend as a punishment for bad behavior.		
(2) A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications.	If a child’s behavior is a danger to himself or others, the parent will be called and asked to stay with the child until he/she calms down and teachers should fill out a Request for Internal Services (RIS).	Teacher Coordinator Social Worker	
(3) Before a program determines whether a temporary suspension is necessary, a program must engage with a mental health consultant, collaborate with the parents, and utilize appropriate community resources – such as behavior coaches, psychologists, other appropriate specialists, or other resources – as needed, to determine no other reasonable option is appropriate.	Teachers must fill out a Behavior Observation Report, Request for Internal Services and contact the team for a SST. Support staff to observe student prior to SST. At the SST, the team develops accommodations for the child and determines the next meeting to ensure on-going monitoring and intervention.	Teacher Coordinator Social Worker	
(4) If a temporary suspension is deemed necessary, a program must help the child return to full participation in all program	If at the SST, a child’s day is modified, a follow up meeting date is schedule to assess progress and	Social Worker	

activities as quickly as possible while ensuring child safety by:	determine the appropriateness of incrementally lengthening the day.		
(i) Continuing to engage with the parents and a mental health consultant, and continuing to utilize appropriate community resources;	SSTs are on-going and interventions implemented until behavior issues are resolved.	Social Worker Coordinator	
(ii) Developing a written plan to document the action and supports needed;	All SST are documented with a copy for the resource team, child's file and a copy for the parent.		
(iii) Providing services that include home visits; and,	SST interventions can include home visits or referrals to district special education department.	Coordinator	
(iv) Determining whether a referral to a local agency responsible for implementing IDEA is appropriate.	SST interventions can include home visits or referrals to district special education department.	Teacher Coordinator Social Worker	
(b) Prohibition on expulsion.			
(1) A program cannot expel or un-enroll a child from Head Start because of a child's behavior.	The SST process is used to resolve behavior issues and provide supports for families.		
(2) When a child exhibits persistent and serious challenging behaviors, a program must explore all possible steps and document all steps taken to address such problems, and facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705(9)(b) of the Rehabilitation Act is not excluded from the program on the basis of disability, and consulting with the parents and the child's teacher, and:	1302.17 (a) all		

<p>(i) If the child has an individualized family service plan (IFSP) or individualized education program (IEP), the program must consult with the agency responsible for the IFSP or IEP to ensure the child receives the needed support services; or,</p>	<p>Struggling children with IFSPs or IEPs, will be helped through the IEP process.</p>		
<p>(ii) If the child does not have an IFSP or IEP, the program must collaborate, with parental consent, with the local agency responsible for implementing IDEA to determine the child's eligibility for services.</p>	<p>SST interventions can include referrals to district special education department.</p>	<p>Coordinator Social Worker</p>	
<p>(3) If, after a program has explored all possible steps and documented all steps taken as described in paragraph (b)(2) of this section, a program, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the mental health consultant, determines that the child's continued enrollment presents a continued serious safety threat to the child or other enrolled children and determines the program is not the most appropriate placement for the child, the program must work with such entities to directly facilitate the transition of the child to a more appropriate placement.</p>	<p>If students are not successful in the center-based programs with multiple interventions, we will modify the schedule and refer to other agencies as applicable.</p>	<p>Coordinator Social Worker</p>	
<p>§1302.18 Fees</p>			
<p>(a) Policy on fees. A program must not charge eligible families a fee to participate in Head Start, including special events such as field trips, and cannot in any way condition an eligible child's enrollment or participation in the program upon the payment of a fee.</p>	<p>No fees are charged for any aspect of Head Start program.</p>		
<p>(b) Allowable fees.</p>			

<p>(1) A program must only accept a fee from families of enrolled children for services that are in addition to services funded by Head Start, such as child care before or after funded Head Start hours. A program may not condition a Head Start child’s enrollment on the ability to pay a fee for additional hours.</p>	<p>Fees are collected for the full day collaboration depending on hours of care and income eligibility.</p>	<p>Child Development Specialist Coordinator</p>	<p>Monthly as applicable</p>
<p>(2) In order to support programs serving children from diverse economic backgrounds or using multiple funding sources, a program may charge fees to private pay families and other non-Head Start enrolled families to the extent allowed by any other applicable federal, state or local funding sources.</p>	<p>Only Head Start and state eligible students are enrolled in full day collaborations.</p>	<p>Child Development Specialist Coordinator</p>	<p>Ongoing</p>
<p>SUBPART B — PROGRAM STRUCTURE</p>			
<p>§1302.20 Determining program structure</p>			
<p>(a) Choose a program option.</p>			
<p>(1) A program must choose to operate one or more of the following program options: center-based, home-based, family child care, or an approved locally-designed variation as described in §1302.24. The program option(s) chosen must meet the needs of children and families based on the community assessment described in §1302.11(b). A Head Start program serving preschool-aged children may not provide only the option described in §1302.22(a) and (c) (2).</p>	<p>SCUSD uses the Community Needs Assessment and enrollment data annually to determine the programs offered.</p>		
<p>(2) To choose a program option and develop a program calendar, a program must consider in conjunction with the annual review of the community assessment described in §1302.11(b) (2), whether it would better meet child and family needs</p>	<p>SCUSD uses the Community Needs Assessment and enrollment data annually to determine the programs offered.</p>	<p>Director Coordinator</p>	

<p>through conversion of existing slots to full school day or full working day slots, extending the program year, conversion of existing Head Start slots to Early Head Start slots as described in paragraph (c) of this section, and ways to promote continuity of care and services. A program must work to identify alternate sources to support full working day services. If no additional funding is available, program resources may be used.</p>			
<p>(b) Comprehensive services. All program options must deliver the full range of services, as described in subparts C, D, E, F, and G of this part, except that §§1302.30 through 1302.32 and §1302.34 do not apply to home-based options.</p>	<p>See subparts C, D, E, F, AND G</p>		
<p>(c) Conversion.</p>			
<p>(1) Consistent with section 645(a)(5) of the Head Start Act, grantees may request to convert Head Start slots to Early Head Start slots through the re-funding application process or as a separate grant amendment.</p>	<p>Conversions are handled through the grant writing process. SCUSD collaborates with grantee.</p>	<p>Director Coordinator</p>	
<p>(2) Any grantee proposing a conversion of Head Start services to Early Head Start services must obtain policy council and governing body approval and submit the request to their regional office.</p>	<p>All grant proposals are approved by policy council and District school board.</p>	<p>Director Coordinator</p>	
<p>(3) With the exception of American Indian and Alaska Native grantees as described in paragraph (c)(4) of this section, the request to the regional office must include:</p>			
<p>(i) A grant application budget and a budget narrative that clearly identifies the funding amount for the Head Start and Early Head Start</p>	<p>Conversions are handled through the grant writing process. SCUSD collaborates with grantee.</p>		

programs before and after the proposed conversion;			
(ii) The results of the community assessment demonstrating how the proposed use of funds would best meet the needs of the community, including a description of how the needs of eligible Head Start children will be met in the community when the conversion takes places;	Conversions are handled through the grant writing process. SCUSD collaborates with grantee.	Director	
(iii) A revised program schedule that describes the program option(s) and the number of funded enrollment slots for Head Start and Early Head Start programs before and after the proposed conversion;	Conversions are handled through the grant writing process. SCUSD collaborates with grantee.	Director	
(iv) A description of how the needs of pregnant women, infants, and toddlers will be addressed;	Conversions are handled through the grant writing process. SCUSD collaborates with grantee.	Director	
(v) A discussion of the agency's capacity to carry out an effective Early Head Start program in accordance with the requirements of section 645A(b) of the Head Start Act and all applicable regulations;	Conversions are handled through the grant writing process. SCUSD collaborates with grantee.	Director	
(vi) Assurances that the agency will participate in training and technical assistance activities required of all Early Head Start grantees;	Conversions are handled through the grant writing process. SCUSD collaborates with grantee.	Director	
(vii) A discussion of the qualifications and competencies of the child development staff proposed for the Early Head Start program, as well as a description of the facilities and program	Conversions are handled through the grant writing process. SCUSD collaborates with grantee.	Director	

<p>infrastructure that will be used to support the new or expanded Early Head Start program;</p>			
<p>(viii) A discussion of any one-time funding necessary to implement the proposed conversion and how the agency intends to secure such funding; and,</p>	<p>Conversions are handled through the grant writing process. SCUSD collaborates with grantee.</p>	<p>Director</p>	
<p>(ix) The proposed timetable for implementing this conversion, including updating school readiness goals as described in subpart J of this part.</p>	<p>Conversions are handled through the grant writing process. SCUSD collaborates with grantee.</p>	<p>Director</p>	
<p>(d) Source of funding. A program may consider hours of service that meet the Head Start Program Performance Standards, regardless of the source of funding, as hours of planned class operations for the purposes of meeting the Head Start and Early Head Start service duration requirements in this subpart.</p>			
<p>§1302.21 Center-based option</p>			
<p>(a) Setting. The center-based option delivers the full range of services, consistent with §1302.20(b). Education and child development services are delivered primarily in classroom settings.</p>	<p>All services are offered in the classroom setting.</p>		
<p>(b) Ratios and group size.</p>			
<p>(1) Staff-child ratios and group size maximums must be determined by the age of the majority of children and the needs of children present. A program must determine the age of the majority of children in a class at the start of the year and may adjust this determination during the program year, if necessary. Where state or local licensing requirements are more stringent than the teacher-child ratios and group size specifications in this section, a program must meet the stricter requirements. A program</p>	<p>When the majority of the students are four years old class size and ratios are as follows:</p> <ul style="list-style-type: none"> ● 20 students- 10:1 (Head Start funded only) ● 24 students- 8:1 (Head Start and State funded) <p>When the majority of the students are three years old class size is limited to 17 and the ratio is the same as above.</p> <p>The data specialist runs weekly reports to monitor the ages of the students in the class.</p>		

<p>must maintain appropriate ratios during all hours of program operation, except:</p>			
<p>(i) For brief absences of a teaching staff member for no more than five minutes; and,</p>	<p>Ratio is maintained at all times. Additional staff is hired to cover for breaks and lunches.</p>		
<p>(ii) During nap time, one teaching staff member may be replaced by one staff member or trained volunteer who does not meet the teaching qualifications required for the age.</p>	<p>In order to schedule lunch breaks, the Teacher and Instructional Aide are replaced (one at a time) during nap time with a Child Care Attendant.</p>		
<p>(2) An Early Head Start or Migrant or Seasonal Head Start class that serves children under 36 months old must have two teachers with no more than eight children, or three teachers with no more than nine children. Each teacher must be assigned consistent, primary responsibility for no more than four children to promote continuity of care for individual children. A program must minimize teacher changes throughout a child's enrollment, whenever possible, and consider mixed age group classes to support continuity of care.</p>			
<p>(3) A class that serves a majority of children who are three years old must have no more than 17 children with a teacher and teaching assistant or two teachers. A double session class that serves a majority of children who are three years old must have no more than 15 children with a teacher and teaching assistant or two teachers.</p>	<p>Class size for a classroom that has a majority of three year olds is 17. SCUSD does not have any double session classrooms.</p>		
<p>(4) A class that serves a majority of children who are four and five years old must have no more than 20 children with a teacher and a teaching assistant or two teachers. A double session class that serves a majority of children who are four and five years old</p>	<p>The class size for a room with majority of four and five year olds is 20. SCUSD does not have any double session classes.</p>		

<p>must have no more than 17 children with a teacher and a teaching assistant or two teachers.</p>			
<p>(c) Service duration. (1) Early Head Start.</p>			
<p>(i) By August 1, 2018, a program must provide 1,380 annual hours of planned class operations for all enrolled children.</p>	<p>N/A</p>		
<p>(ii) A program that is designed to meet the needs of young parents enrolled in school settings may meet the service duration requirements in paragraph (c)(1)(i) of this section if it operates a center-based program schedule during the school year aligned with its local education agency requirements and provides regular home-based services during the summer break.</p>	<p>N/A</p>		
<p>(2) Head Start.</p>			
<p>(i) Until a program is operating all of its Head Start center-based funded enrollment at the standard described in paragraph (c) (2) (iv) or (v) of this section, a program must provide, at a minimum, at least 160 days per year of planned class operations if it operates for five days per week, or at least 128 days per year if it operates four days per week. Classes must operate for a minimum of 3.5 hours per day.</p>	<p>SCUSD has 4 options for parents in HS center based. Wrap: 6.5 hours/day for 180 days/year Full Day 12 month: 7 hours/day for 244 days/year HS/TK Collaboration:6.5 hours/day for 180 days/year</p>		
<p>(ii) Until a program is operating all of its Head Start center-based funded enrollment at the standard described in paragraph (c)(2)(iv) or (v) of this section, if a program</p>	<p>SCUSD does not have double sessions.</p>		

<p>operates a double session variation, it must provide classes for four days per week for a minimum of 128 days per year and 3.5 hours per day. Each double session class staff member must be provided adequate break time during the course of the day. In addition, teachers, aides, and volunteers must have appropriate time to prepare for each session together, to set up the classroom environment, and to give individual attention to children entering and leaving the center</p>			
<p>(iii) By August 1, 2019, a program must provide 1,020 annual hours of planned class operations over the course of at least eight months per year for at least 50 percent of its Head Start center-based funded enrollment</p>	<p>100% of SCUSD classes are meeting the duration requirement.</p>		
<p>(iv) By August 1, 2021, a program must provide 1,020 annual hours of planned class operations over the course of at least eight months per year for all of its Head Start center-based funded enrollment.</p>	<p>There is a plan to transition all center-based classes to meet the duration threshold of 1,020 hours.</p>		
<p>(v) A Head Start program providing fewer than 1,020 annual hours of planned class operations or fewer than eight months of service is considered to meet the requirements described in paragraphs (c) (2) (iii) and (iv) of this section if its program schedule aligns with the annual hours required by its local education agency for grade one and such</p>	<p>SCUSD does not have any classes that operate 8 months or less.</p>		

alignment is necessary to support partnerships for service delivery.			
(6) Calendar planning. A program must: Plan its year using a reasonable estimate of the number of days during a year that classes may be closed due to problems such as inclement weather; and,			
(i) Make every effort to schedule makeup days using existing resources if hours of planned class operations fall below the number required per year.			
(d) Licensing and square footage requirements.			
(1) The facilities used by a program must meet state, tribal, or local licensing requirements, even if exempted by the licensing entity. When state, tribal, or local requirements vary from Head Start requirements, the most stringent provision takes precedence	SCUSD meets all licensing requirements.		
(2) A center-based program must have at least 35 square feet of usable indoor space per child available for the care and use of children (exclusive of bathrooms, halls, kitchen, staff rooms, and storage places) and at least 75 square feet of usable outdoor play space per child.	SCUSD keeps a database of square footage for each classroom.		
§1302.22 Home-based option			
(a) Setting. The home-based option delivers the full range of services, consistent with §1302.20(b), through visits with the child's parents, primarily in the child's home and through group socialization opportunities in a Head Start classroom, community facility, home, or on field trips. For Early Head Start programs, the home-based option may be used to deliver services to some or all of a program's enrolled children. For Head Start programs, the home-based			

option may only be used to deliver services to a portion of a program’s enrolled children.			
(b) Caseload. A program that implements a home-based option must maintain an average caseload of 10 to 12 families per home visitor with a maximum of 12 families for any individual home visitor.			
(c) Service duration.			
(1) Early Head Start. By August 1, 2017, an Early Head Start home-based program must:			
(i) Provide one home visit per week per family that lasts at least an hour and a half and provide a minimum of 46 visits per year; and,			
(ii) Provide, at a minimum, 22 group socialization activities distributed over the course of the program year.			
(2) Head Start. A Head Start home-based program must:			
(i) Provide one home visit per week per family that lasts at least an hour and a half and provide a minimum of 32 visits per year; and,			
(ii) Provide, at a minimum, 16 group socialization activities distributed over the course of the program year.			
(3) Meeting minimum requirements. A program that implements a home-based option must:			
(i) Make up planned home visits or scheduled group socialization activities that were canceled by the program, and to the			

<p>extent possible attempt to make up planned home visits canceled by the family, when this is necessary to meet the minimums described in paragraphs (c)(1) and (2) of this section; and,</p>			
<p>(ii) Not replace home visits or scheduled group socialization activities for medical or social service appointments for the purposes of meeting the minimum requirements described in paragraphs (c) (1) and (2) of this section.</p>			
<p>(d) Safety requirements. The areas for learning, playing, sleeping, toileting, preparing food, and eating in facilities used for group socializations in the home-based option must meet the safety standards described in §1302.47(1)(ii) through (viii).</p>			
<p>§1302.24 Locally-designed program option variations</p>			
<p>(a) Waiver option. Programs may request to operate a locally-designed program option, including a combination of program options, to better meet the unique needs of their communities or to demonstrate or test alternative approaches for providing program services. In order to operate a locally-designed program option, programs must seek a waiver as described in this section and must deliver the full range of services, consistent with §1302.20(b), and demonstrate how any change to their program design is consistent with achieving program goals in subpart J of this part.</p>			
<p>(b) Request for approval. A program’s request to operate a locally-designed variation may be approved</p>			

<p>by the responsible HHS official through the end of a program’s current grant or, if the request is submitted through a grant application for an upcoming project period, for the project period of the new award. Such approval may be revoked based on progress toward program goals as described in §1302.102 and monitoring as described in §1304.2.</p>			
<p>(c) Waiver requirements.</p>			
<p>(1) The responsible HHS official may waive one or more of the requirements contained in §1302.21(b), (c) (1) (i), and (c) (2) (iii) and (iv); §1302.22(a) through (c); and §1302.23(b) and (c), but may not waive ratios or group size for children under 24 months. Center-based locally-designed options must meet the minimums described in section 640(k) (1) of the Act for center-based programs.</p>			
<p>(2) If the responsible HHS official determines a waiver of group size for center-based services would better meet the needs of children and families in a community, the group size may not exceed the limits below:</p>			
<p>(i) A group that serves children 24 to 36 months of age must have no more than ten children; and,</p>			
<p>(ii) A group that serves predominantly three-year-old children must have no more than twenty children; and,</p>			
<p>(iii) A group that serves predominantly four-year-old children must have no more than twenty-four children.</p>			
<p>(3) If the responsible HHS official approves a waiver to allow a program to operate below the minimums described in</p>			

<p>§1302.21(c) (2) (iii) or (iv), a program must meet the requirements described in §1302.21(c) (2) (i), or in the case of a double session variation, a program must meet the requirements described in §1302.21(c) (2) (ii).</p>			
<p>(4) In order to receive a waiver under this section, a program must provide supporting evidence that demonstrates the locally-designed variation effectively supports appropriate development and progress in children’s early learning outcomes.</p>			
<p>(5) In order to receive a waiver of service duration, a program must meet the requirement in paragraph (c)(4) of this section, provide supporting evidence that it better meets the needs of parents than the applicable service duration minimums described in §1302.21(c)(1), and (c)(2) (iii) and (iv), §1302.22(c), or §1302.23(c), and assess the effectiveness of the variation in supporting appropriate development and progress in children’s early learning outcomes.</p>			
<p>(d) Transition from previously approved program options. If, before November 7, 2016, a program was approved to operate a program option that is no longer allowable under §§1302.21 through 1302.23, a program may continue to operate that model until July 31, 2018.</p>			
<p>SUBPART C — EDUCATION AND CHILD DEVELOPMENT PROGRAM SERVICES</p>			
<p>§1302.30 Purpose</p>			

<p>All programs must provide high-quality early education and child development services, including for children with disabilities that promote children’s cognitive, social, and emotional growth for later success in school. A center-based or family child care program must embed responsive and effective teacher-child interactions. A home-based program must promote secure parent-child relationships and help parents provide high-quality early learning experiences. All programs must implement a research-based curriculum, and screening and assessment procedures that support individualization and growth in the areas of development described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and support family engagement in children’s learning and development. A program must deliver developmentally, culturally, and linguistically appropriate learning experiences in language, literacy, mathematics, social and emotional functioning, and approaches to learning, science, physical skills, and creative arts. To deliver such high-quality early education and child development services, a center-based or family child care program must implement, at a minimum, the elements contained in §§1302.31 through 1302.34, and a home-based program must implement, at a minimum, the elements in §§1302.33 and 1302.35.</p>			
<p>§1302.31 Teaching and the learning environment</p>			
<p>(a) Teaching and the learning environment. A center-based and family child care program must ensure teachers and other relevant staff provide responsive care, effective teaching, and an organized learning environment that promotes healthy development and children’s skill growth aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five, including for children with disabilities. A program must also support implementation of such environment with integration of regular and ongoing supervision and a system of individualized and ongoing professional development, as appropriate. This includes, at a minimum, the practices described in paragraphs (b) through (e) of this section.</p>			
<p>(b) Effective teaching practices.</p>			
<p>(1) Teaching practices must:</p>			
<p>(i) Emphasize nurturing and responsive practices, interactions, and environments that foster trust and emotional security; are communication and language rich; promote critical thinking and problem-solving; social, emotional, behavioral, and language development; provide supportive feedback for learning; motivate</p>	<p>Teachers received trained and are receiving support in the areas of Creative Curriculum, CLASS, ECERS, and Teaching Pyramid.</p>	<p>Coordinator Social Worker Nurses Teaching Staff Consultants</p>	<p>Ongoing</p>

<p>continued effort; and support all children’s engagement in learning experiences and activities;</p>			
<p>(ii) Focus on promoting growth in the developmental progressions described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five by aligning with and using the Framework and the curricula as described in §1302.32 to direct planning of organized activities, schedules, lesson plans, and the implementation of high-quality early learning experiences that are responsive to and build upon each child’s individual pattern of development and learning;</p>	<p>Lesson plans reflect an individualized approach. Professional Learning provides training regarding appropriate practices for varying temperaments, cultural diversity, etc. Curricula are based on scientifically valid research and best practices for young children i.e.: California Preschool Learning Foundations, Early Learning Outcomes Framework, and Common Core Standards. Curricula used are: Creative Curriculum, I am Moving/I am Learning (IMIL), and Teaching Pyramid (TP).</p>	<p>Teaching Staff Coordinators Consultants</p>	<p>Ongoing</p>
<p>(iii) Integrate child assessment data in individual and group planning; and,</p>	<p>SCUSD utilizes Desired Results Developmental Profile (2015) Fundamental Plus OHS view (DRDP) for center-based. Teachers and administration work on DRDP Summary of Findings for classroom and program planning.</p>	<p>Teaching Staff Administration</p>	<p>3 times per year</p>
<p>(iv) Include developmentally appropriate learning experiences in language, literacy, social and emotional development, math, science, social studies, creative arts, and physical development that are focused toward achieving progress outlined in the Head Start Early Learning Outcomes Framework: Ages Birth to Five.</p>	<p>Training is being provided on Creative Curriculum, and Teaching Pyramid.</p>	<p>Teaching Staff Resource Teacher Administration</p>	<p>Ongoing</p>
<p>(2) For dual language learners, a program must recognize bilingualism and bi-literacy as strengths and implement research-based teaching practices that</p>	<p>The Creative Curriculum and additional teaching resources are available in Spanish for teachers to use.</p>	<p>Teaching Staff</p>	

support their development. These practices must:			
(i) For an infant or toddler dual language learner, include teaching practices that focus on the development of the home language, when there is a teacher with appropriate language competency, and experiences that expose the child to English;	The Department provides staff who speak multiple languages and utilize bilingual materials. Teaching Staff work with families to share the home language.	Teaching staff	
(ii) For a preschool age dual language learner, include teaching practices that focus on both English language acquisition and the continued development of the home language; or,	The Department provides staff that speaks multiple languages and utilize bilingual materials.	Teaching staff	
(iii) If staff do not speak the home language of all children in the learning environment, include steps to support the development of the home language for dual language learners such as having culturally and linguistically appropriate materials available and other evidence-based strategies. Programs must work to identify volunteers who speak children’s home language/s who could be trained to work in the classroom to support children’s continued development of the home language.	Educational materials and handouts, posters, etc., are translated in other languages that reflected classroom demographics. The Matriculation & Orientation Center provides translation services when requested. In addition to, staff have access to translation services via phone translation service. Staff reflects the diverse population of families whom we serve to the best of our ability.		
(c) Learning environment. A program must ensure teachers implement well-organized learning environments with developmentally appropriate schedules, lesson plans, and indoor and outdoor learning experiences that provide adequate opportunities for choice, play, exploration, and	Lesson plans reflect individualization and differentiated learning with small groups. Daily schedule is flexible to meet the needs and interests of the children.		

experimentation among a variety of learning, sensory, and motor experiences and:			
(1) For infants and toddlers, promote relational learning and include individualized and small group activities that integrate appropriate daily routines into a flexible schedule of learning experiences; and,			
(2) For preschool age children, include teacher-directed and child-initiated activities, active and quiet learning activities, and opportunities for individual, small group, and large group learning activities.	The Daily Schedule must be available to parents and must reflect a balance of child-initiated and adult-directed activities as outlined in <i>Creative Curriculum</i> . Administration of ECERS indicates a substantial portion of the day is balanced between child-initiated and adult-initiated activities. Children have opportunities for small and large group activities as noted on the daily schedule.	Teaching Staff Coordinators	
(d) Materials and space for learning. To support implementation of the curriculum and the requirements described in paragraphs (a), (b), (c), and (e) of this section a program must provide age-appropriate equipment, materials, supplies and physical space for indoor and outdoor learning environments, including functional space. The equipment, materials and supplies must include any necessary accommodations and the space must be accessible to children with disabilities. Programs must change materials intentionally and periodically to support children’s interests, development, and learning.	All classrooms have monies allotted for purchasing classroom materials. ECERS/IEPs are used to determine materials needed for particular classrooms needing to accommodate children with disabilities.	Teachers Coordinators	
(e) Promoting learning through approaches to rest, meals, routines, and physical activity.			
(1) A program must implement an intentional, age appropriate approach to accommodate children’s need to nap or rest, and that, for preschool age children in a program that operates for 6 hours or longer per day provides a regular time every day at	The daily schedule identifies a regular time every day at which preschool age children are encouraged to have rest time. Alternative quiet learning activities are provided for children who do not need or want to rest or nap.	Teaching staff	

<p>which preschool age children are encouraged but not forced to rest or nap. A program must provide alternative quiet learning activities for children who do not need or want to rest or nap.</p>			
<p>(2) A program must implement snack and meal times in ways that support development and learning. For bottle-fed infants, this approach must include holding infants during feeding to support socialization. Snack and meal times must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization. Programs are encouraged to meet this requirement with family style meals when developmentally appropriate. A program must also provide sufficient time for children to eat, not use food as reward or punishment, and not force children to finish their food.</p>	<p>The Daily Schedule identifies all meal and snack times. Three-hour interval is required between meals. Two and a half hour interval is required between a meal and a snack. Family style meal service is implemented and meal times are used as a time for learning opportunities.</p>	<p>Teaching staff</p>	
<p>(3) A program must approach routines, such as hand washing and diapering, and transitions between activities, as opportunities for strengthening development, learning, and skill growth.</p>	<p>Transition times are encouraged to be learning opportunities (i.e. a finger play song while children wait in line).</p>	<p>Teaching staff</p>	
<p>(4) A program must recognize physical activity as important to learning and integrate intentional movement and physical activity into curricular activities and daily routines in ways that support health and learning. A program must not use physical activity as reward or punishment.</p>	<p>Staff use strategies outlined in Creative Curriculum and <i>I Am Moving, I Am Learning Curriculum</i>. Facilities are provided and a substantial amount of time is allotted in the Daily Schedule for development of gross motor skills.</p>	<p>Teaching staff</p>	
<p>§1302.32 Curricula</p>			
<p>(a) Curricula.</p>			

<p>(1) Center-based and family child care programs must implement developmentally appropriate research-based early childhood curricula, including additional curricular enhancements, as appropriate that:</p>			
<p>(i) Are based on scientifically valid research and have standardized training procedures and curriculum materials to support implementation;</p>	<p>Curricula is based on scientifically valid research. Curricula used are: Creative Curriculum, I Am Moving/I Am Learning, and Teaching Pyramid.</p>	<p>Director Coordinator Teachers</p>	
<p>(ii) Are aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five and, as appropriate, state early learning and development standards; and are sufficiently content-rich to promote measurable progress toward development and learning outlined in the Framework; and,</p>	<p>Curricula is aligned with Head Start Early Learning Outcomes Framework: Ages Birth to Five, and best practices for young children i.e.: California Preschool Learning Foundations and Common Core Standards. Curricula used are: Creative Curriculum, I am Moving/I am Learning, and Teaching Pyramid.</p>	<p>Director Coordinator Teachers</p>	
<p>(iii) Have an organized developmental scope and sequence that include plans and materials for learning experiences based on developmental progressions and how children learn</p>	<p>Curricula is research-based and lesson plans include intentional teaching and differentiation of instruction. The individualization cycle is implemented and based on child outcomes.</p>	<p>Coordinator Teachers</p>	
<p>(2) A program must support staff to effectively implement curricula and at a minimum monitor curriculum implementation and fidelity, and provide support, feedback, and supervision for continuous improvement of its implementation through the system of training and professional development.</p>	<p>Staff is provided training to support curriculum planning and implementation. Monitoring, support, and feedback are supported by reviewing lesson plans, CLASS observations, and feedback sessions during training and professional development.</p>	<p>Coordinators Resource Teacher</p>	
<p>(b) Adaptation. A program that chooses to make significant adaptations to a curriculum or a curriculum enhancement described in paragraph (a)(1) of this section to better meet the needs of one</p>	<p>SCUSD does not adapt any curriculum.</p>		

<p>or more specific populations must use an external early childhood education curriculum or content area expert to develop such significant adaptations. A program must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals, consistent with the process described in §1302.102(b) and (c). Programs are encouraged to partner with outside evaluators in assessing such adaptations.</p>			
<p>§1302.33 Child screenings and assessments</p>			
<p>(a) Screening.</p>			
<p>(1) In collaboration with each child’s parent and with parental consent, a program must complete or obtain a current developmental screening to identify concerns regarding a child’s developmental, behavioral, motor, language, social, cognitive, and emotional skills within 45 calendar days of when the child first attends the program. A program that operates for 90 days or less must complete or obtain a current developmental screening within 30 calendar days of when the child first attends the program.</p>	<p>During enrollment, parents’ consent to screenings. Preschoolers are screened using the Ages and Stages Questionnaire and Ages and Stages-Social/Emotional.</p>	<p>Child Development Specialist Teachers</p>	
<p>(2) A program must use one or more research-based developmental standardized screening tools to complete the screening. A program must use as part of the screening additional information from family members, teachers, and relevant staff familiar with the child’s typical behavior.</p>	<p>Preschoolers are screened using the Ages and Stages Questionnaire and Ages and Stages-Social/Emotional.</p>	<p>Teachers</p>	
<p>(3) If warranted through screening and additional relevant information and with direct guidance from a mental health or child development professional a program must, with the parent’s consent, promptly and</p>			

appropriately address any needs identified through:			
(i) Referral to the local agency responsible for implementing IDEA for a formal evaluation to assess the child's eligibility for services under IDEA as soon as possible, and not to exceed timelines required under IDEA; and,	Based on screening results, teachers share concerns with parents and a referral may be requested to the LEA within requested timeline.	Teachers Coordinators	
(ii) Partnership with the child's parents and the relevant local agency to support families through the formal evaluation process.	SCUSD Child Development Programs has an Interagency Agreement with Special Education.	Disabilities Coordinator-SPED	
(4) If a child is determined to be eligible for services under IDEA, the program must partner with parents and the local agency responsible for implementing IDEA, as appropriate, and deliver the services in subpart F of this part.	SCUSD Child Development Programs has an Interagency Agreement/MOU with Special Education, Alta Regional and Sacramento County Office of Education (SCOE).		
(5) If, after the formal evaluation described in paragraph (a)(3)(i) of this section, the local agency responsible for implementing IDEA determines the child is not eligible for early intervention or special education and related services under IDEA, the program must:			
(i) Seek guidance from a mental health or child development professional to determine if the formal evaluation shows the child has a significant delay in one or more areas of development that is likely to interfere with the child's development and school readiness; and,	For children who do not qualify for additional services, Student Success Team meetings/Case Management meetings may be held with the support staff team and family if needed to provide individualized instruction and accommodations. Referrals to outside agencies may be sent.	Social Worker	
(ii) If the child has a significant delay, partner with parents to help	Student Success Team meetings/Case Management meetings may be held with the support staff team	Social Worker	

<p>the family access services and supports to help address the child’s identified needs.</p>	<p>and family to provide individualized instruction and accommodations. Referrals to outside agencies may be sent.</p>		
<p>(A) Such additional services and supports may be available through a child’s health insurance or it may be appropriate for the program to provide needed services and supports under section 504 of the Rehabilitation Act if the child satisfies the definition of disability in 29 U.S.C. section 705(9)(b) of the Rehabilitation Act, to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705(9)(b) of the Rehabilitation Act is not excluded from the program on the basis of disability.</p>	<p>Referrals to outside agencies may be sent.</p>		
<p>(B) A program may use program funds for such services and supports when no other sources of funding are available.</p>	<p>Funds can be used for this purpose.</p>		
<p>(b) Assessment for individualization</p>			
<p>(1) A program must conduct standardized and structured assessments, which may be observation-based or direct, for each child that provide ongoing information to evaluate the child’s developmental level and progress in outcomes aligned to the goals described in the Head Start Early Learning Child Outcomes Framework: Ages Birth to Five.</p>	<p>SCUSD utilizes the DRDP three times per year. A Parent Progress Report is generated and shared during parent teacher conference.</p>	<p>Teachers Coordinator</p>	

<p>Such assessments must result in usable information for teachers, home visitors, and parents and be conducted with sufficient frequency to allow for individualization within the program year.</p>			
<p>(2) A program must regularly use information from paragraph (b) (1) of this section along with informal teacher observations and additional information from family and staff, as relevant, to determine a child's strengths and needs, inform and adjust strategies to better support individualized learning and improve teaching practices in center-based and family child care settings, and improve home visit strategies in home-based models.</p>	<p>Staff uses screenings, anecdotal observations, sample work and DRDP Assessment data to generate a parent report and complete the report with parent feedback on how to support children's learning. Parents are involved in their children's educational plan via informal communication, conferences, home visits and the Parent Child Report - Individualized Development Plan. Parent Progress Report participate in completing the Individual Development Plan. Teachers use parent input for assessments, lesson planning and individualization.</p>	<p>Teachers Coordinators</p>	
<p>(3) If warranted from the information gathered from paragraphs (b)(1) and (2) of this section and with direct guidance from a mental health or child development professional and a parent's consent, a program must refer the child to the local agency responsible for implementing IDEA for a formal evaluation to assess a child's eligibility for services under IDEA.</p>	<p>If warranted, children are referred to District special education program with parent's consent.</p>	<p>Teachers Coordinators Social Worker</p>	
<p>(c) Characteristics of screenings and assessments</p>			
<p>(1) Screenings and assessments must be valid and reliable for the population and purpose for which they will be used, including by being conducted by qualified and trained personnel, and being age, developmentally, culturally and linguistically appropriate, and appropriate for children with disabilities, as needed.</p>	<p>DRDP, Ages and Stages and Ages and Stages-Social/Emotional are research-based screeners. Staff are trained and qualified to administer these screenings and assessments.</p>	<p>Director Teachers Coordinator</p>	

<p>(2) If a program serves a child who speaks a language other than English, a program must use qualified bilingual staff, contractor, or consultant to:</p>			
<p>(i) Assess language skills in English and in the child's home language, to assess both the child's progress in the home language and in English language acquisition;</p>	<p>Bilingual teaching staff and staff from the district MOC center are utilized to conduct screenings and assist with assessments for children speaking home languages other than English.</p>		
<p>(ii) Conduct screenings and assessments for domains other than language skills in the language or languages that best capture the child's development and skills in the specific domain; and,</p>	<p>DRDP and Ages and Stages and Ages and Stages-Social/Emotional screeners include domains other than language skills. Bilingual teaching staff are utilized to conduct screenings and assist with assessments for children speaking home languages other than English.</p>		
<p>(iii) Ensure those conducting the screening or assessment know and understand the child's language and culture and have sufficient skill level in the child's home language to accurately administer the screening or assessment and to record and understand the child's responses, interactions, and communications.</p>	<p>Bilingual teaching staff and are utilized to conduct screenings and assist with assessments for children speaking home languages other than English.</p>		
<p>(3) If a program serves a child who speaks a language other than English and qualified bilingual staff, contractors, or consultants are not able to conduct screenings and assessments, a program must use an interpreter in conjunction with a qualified staff person to conduct screenings and assessments as described in paragraphs (c)(2)(i) through (iii) of this section</p>	<p>Staff from the district MOC center are available for translating services.</p>	<p>Director Teachers Coordinator</p>	
<p>(4) If a program serves a child who speaks a language other than English and can demonstrate that there is not a qualified</p>	<p>Teachers utilize a portfolio with observations and work samples to help determine a child's developmental level and progress.</p>	<p>Teachers</p>	

<p>bilingual staff person or interpreter, then screenings and assessments may be conducted in English. In such a case, a program must also gather and use other information, including structured observations over time and information gathered in a child’s home language from the family, for use in evaluating the child’s development and progress.</p>			
<p>§1302.34 Parent and family engagement in education and child development services</p>			
<p>(a) Purpose. Center-based and family child care programs must structure education and child development services to recognize parents’ roles as children’s lifelong educators, and to encourage parents to engage in their child’s education.</p>			
<p>(b) Engaging parents and family members. A program must offer opportunities for parents and family members to be involved in the program’s education services and implement policies to ensure:</p>			
<p>(1) The program’s settings are open to parents during all program hours;</p>	<p>The program daily schedule is posted and parents may enter the classroom at any time during operating hours.</p>	<p>Teachers Coordinator</p>	
<p>(2) Teachers regularly communicate with parents to ensure they are well-informed about their child’s routines, activities, and behavior;</p>	<p>Parents are involved in their children’s educational plan via informal communication, conferences, Home visits and the Parent Progress Report process.</p>	<p>Teachers Coordinator</p>	
<p>(3) Teachers hold parent conferences, as needed, but no less than two times per program year, to enhance the knowledge and understanding of both staff and parents of the child’s education and developmental progress and activities in the program;</p>	<p>Teacher offer two Parent Conferences and two Home Visits to review observations and assessments. Additional parent information and feedback is included in the Parent Progress Report.</p>	<p>Teachers Coordinator</p>	
<p>(4) Parents have the opportunity to learn about and to provide feedback on selected curricula and instructional materials used in the program;</p>	<p>Parents are encouraged to participate as classroom volunteers, contributing to weekly lesson planning and monthly parent meetings. Input is documented</p>	<p>Teachers Coordinator Parent Advisor</p>	

	on parent meeting minutes/agenda, lesson plan and home visit form.		
(5) Parents and family members have opportunities to volunteer in the class and during group activities;	Parents are encouraged to participate as classroom volunteers and in weekly lesson planning and monthly parent meetings. Input is documented on parent meeting minutes/agenda, lesson plan and home visit form.	Teachers Coordinator Parent Advisor	
(6) Teachers inform parents, about the purposes of and the results from screenings and assessments and discuss their child's progress;	Parents are informed of their children's educational progress via informal communication, conferences, Home visits and the Parent Progress Report.	Teachers Coordinator	
(7) Teachers, except those described in paragraph (b)(8) of this section, conduct at least two home visits per program year for each family, including one before the program year begins, if feasible, to engage the parents in the child's learning and development, except that such visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff; and,	Two Parent Conferences and two Home Visits are offered to review observations and assessments and to include parent feedback as part of the Parent Progress Report. A home visit is offered before the student starts school.	Teachers Coordinator	
(8) Teachers that serve migrant or seasonal families make every effort to conduct home visits to engage the family in the child's learning and development.			
§1302.35 Education in home-based programs			
(a) Purpose. A home-based program must provide home visits and group socialization activities that promote secure parent-child relationships and help parents provide high-quality early learning experiences in language, literacy, mathematics, social and emotional functioning, approaches to learning, science, physical skills, and creative arts. A program must implement a research-based curriculum that delivers developmentally, linguistically, and culturally			

appropriate home visits and group socialization activities that support children’s cognitive, social, and emotional growth for later success in school.			
(b) Home-based program design. A home-based program must ensure all home visits are:			
(1) Planned jointly by the home visitor and parents, and reflect the critical role of parents in the early learning and development of their children, including that the home visitor is able to effectively communicate with the parent, directly or through an interpreter;			
(2) Planned using information from ongoing assessments that individualize learning experiences;			
(3) Scheduled with sufficient time to serve all enrolled children in the home and conducted with parents and are not conducted when only babysitters or other temporary caregivers are present;			
(4) Scheduled with sufficient time and appropriate staff to ensure effective delivery of services described in subparts D, E, F, and G of this part through home visiting, to the extent possible.			
(c) Home visit experiences. A program that operates the home-based option must ensure all home visits focus on promoting high-quality early learning experiences in the home and growth towards the goals described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and must use such goals and the curriculum to plan home visit activities that implement:			
(1) Age and developmentally appropriate, structured child-focused learning experiences;			

(2) Strategies and activities that promote parents' ability to support the child's cognitive, social, emotional, language, literacy, and physical development;			
(3) Strategies and activities that promote the home as a learning environment that is safe, nurturing, responsive, and language- and communication- rich;			
(4) Research-based strategies and activities for children who are dual language learners that recognize bilingualism and bi-literacy as strengths, and:			
(i) For infants and toddlers, focus on the development of the home language, while providing experiences that expose both parents and children to English; and,			
(5) Follow-up with the families to discuss learning experiences provided in the home between each visit, address concerns, and inform strategies to promote progress toward school readiness goals.			
(d) Home-based curriculum. A program that operates the home-based option must:			
(1) Ensure home-visiting and group socializations implement a developmentally appropriate research-based early childhood home-based curriculum that:			
(i) Promotes the parent's role as the child's teacher through experiences focused on the parent-child relationship and, as appropriate, the family's traditions, culture, values, and beliefs;			
(ii) Aligns with the Head Start Early Learning Outcomes			

<p>Framework: Ages Birth to Five and, as appropriate, state early learning standards, and, is sufficiently content-rich within the Framework to promote measurable progress toward goals outlined in the Framework; and,</p>			
<p>(iii) Has an organized developmental scope and sequence that includes plans and materials for learning experiences based on developmental progressions and how children learn.</p>			
<p>(2) Support staff in the effective implementation of the curriculum and at a minimum monitor curriculum implementation and fidelity, and provide support, feedback, and supervision for continuous improvement of its implementation through the system of training and professional development.</p>			
<p>(3) If a program chooses to make significant adaptations to a curriculum or curriculum enhancement to better meet the needs of one or more specific populations, a program must:</p>			
<p>(i) Partner with early childhood education curriculum or content experts; and,</p>			
<p>(ii) Assess whether the adaptation adequately facilitates progress toward meeting school readiness goals consistent with the process described in §1302.102(b) and (c).</p>			

<p>(4) Provide parents with an opportunity to review selected curricula and instructional materials used in the program.</p>			
<p>(e) Group socialization.</p>			
<p>(1) A program that operates the home-based option must ensure group socializations are planned jointly with families, conducted with both child and parent participation, occur in a classroom, community facility, home or field trip setting, as appropriate.</p>			
<p>(2) Group socializations must be structured to:</p>			
<p>(i) Provide age appropriate activities for participating children that are intentionally aligned to school readiness goals, the Head Start Early Learning Outcomes Framework: Ages Birth to Five and the home-based curriculum; and,</p>			
<p>(ii) Encourage parents to share experiences related to their children’s development with other parents in order to strengthen parent-child relationships and to help promote parents understanding of child development;</p>			
<p>(3) For parents with preschoolers, group socializations also must provide opportunities for parents to participate in activities that support parenting skill development or family partnership goals identified in §1302.52(c), as appropriate and must emphasize peer group interactions designed to promote children’s social, emotional and language development, and progress towards school readiness goals,</p>			

while encouraging parents to observe and actively participate in activities, as appropriate.			
(f) Screening and assessments. A program that operates the home-based option must implement provisions in §1302.33 and inform parents about the purposes of and the results from screenings and assessments and discuss their child's progress.			
HEALTH PROGRAM SERVICES			
§1302.40 Purpose			
(a) A program must provide high-quality health, oral health, mental health, and nutrition services that are developmentally, culturally, and linguistically appropriate and that will support each child's growth and school readiness.			
(b) A program must establish and maintain a Health Services Advisory Committee that includes Head Start parents, professionals, and other volunteers from the community.	SCUSD participates in SETA's biannual Health Services Advisory Committee meetings.	SETA Nurses Coordinator	Bi-annual, as scheduled by SETA
§1302.41 Collaboration and communication with parents			
(a) For all activities described in this part, programs must collaborate with parents as partners in the health and well-being of their children in a linguistically and culturally appropriate manner and communicate with parents about their child's health needs and development concerns in a timely and effective manner.	Parents will be informed about health in a linguistically and culturally appropriate manner through personal contact, parent meetings, and a variety of literature provided about access to medical services (establishment of a "medical home").	Child Development Specialist Nurses Parent Advisor Teachers Coordinator	At Enrollment Ongoing
(b) At a minimum, a program must:			
(1) Obtain advance authorization from the parent or other person with legal authority for all health and developmental procedures administered through the program or by contract or agreement, and, maintain written documentation if they refuse to give authorization for health services; and,	Parent/Guardian approval is obtained prior to dental, health or developmental screenings. Every effort will be made to inform parents of health and developmental procedures in their primary language (which may be verbally translated to them) by personal contact or in writing. Parents/guardians may refuse consent and then the identified screenings are not completed. The health consent form is maintained in the child's file.	Child Development Specialist Nurse	At time of Enrollment

<p>(2) Share with parents the policies for health emergencies that require rapid response on the part of staff or immediate medical attention.</p>	<p>Polices are shared with parents at enrollment and all emergency procedures are posted in the classrooms on the "Green Boards" for parent review.</p>	<p>Child Development Specialist Nurse</p>	<p>Enrollment and ongoing</p>
<p>§1302.42 Child health status and care</p>			
<p>(a) Source of health care.</p>			
<p>(1) A program, within 30 calendar days after the child first attends the program or, for the home-based program option, receives a home visit, must consult with parents to determine whether each child has ongoing sources of continuous, accessible health care – provided by a health care professional that maintains the child’s ongoing health record and is not primarily a source of emergency or urgent care – and health insurance coverage.</p>	<p>During enrollment intake, staff consults with parents regarding health care. Child’s Health and Development History and Emergency card are reviewed for medical provider & insurance coverage prior to child entering program.</p>	<p>Child Development Specialist Nurse</p>	<p>Enrollment and ongoing</p>
<p>(2) If the child does not have such a source of ongoing care and health insurance coverage or access to care through the Indian Health Service, the program must assist families in accessing a source of care and health insurance that will meet these criteria, as quickly as possible.</p>	<p>As needs are identified at enrollment, a list of resources will be provided. Additional follow-up will be provided, if needed, to ensure families secure access to continuous health care.</p>	<p>Child Development Specialist Nurse Parent Advisor</p>	<p>Enrollment and ongoing</p>
<p>(b) Ensuring up-to-date child health status.</p>			
<p>(1) Within 90 calendar days after the child first attends the program or, for the home-based program option, receives a home visit, with the exceptions noted in paragraph (b)(3) of this section, a program must:</p>			
<p>(i) Obtain determinations from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age appropriate preventive and primary medical and oral health care, based on: the well-child visits</p>	<ol style="list-style-type: none"> 1. A review of health documents for Immunization status will occur prior to child entering program. 2. A review of Physical and Dental examination reports for compliance with EPSDT requirements will occur prior to child entering program. 3. Updated health information will be collected each 	<p>Nurse Parent Advisor Child Development Specialist Data Information Technician</p>	<p>Within 90 days of first attending the program</p>

<p>and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the state in which they operate, immunization recommendations issued by the Centers for Disease Control and Prevention, and any additional recommendations from the local Health Services Advisory Committee that are based on prevalent community health problems;</p>	<p>year through "Health History" form for continuing students.</p> <ol style="list-style-type: none"> 4. Staff will support/reinforce parents' efforts to obtain medical evaluations. 5. Lead Risk assessment questionnaire will be completed by parent yearly. Blood lead level obtained and documented on all children entering preschool. Identify and follow-up on high-risk children. 6. Data Tech to run reports to alert staff of 90 day threshold. 		
<p>(ii) Assist parents with making arrangements to bring the child up-to-date as quickly as possible; and, if necessary, directly facilitate provision of health services to bring the child up-to-date with parent consent as described in §1302.41(b)(1).</p>	<p>Staff will consult with parents and identify the barriers and challenges a family is experiencing in accessing health care services. Support will be provided, as needed, to bring child up-to-date with health services.</p>	<p>Nurses Parent Advisor</p>	<p>At Enrollment within 90 days Ongoing</p>
<p>(2) Within 45 calendar days after the child first attends the program or, for the homebased program option, receives a home visit, a program must either obtain or perform evidence-based vision and hearing screenings.</p>	<p>Staff will obtain evidence-based vision and hearing screenings from medical provider, or nurse will conduct the screenings for students within 45 calendar days utilizing the following:</p> <ul style="list-style-type: none"> • Standardized hearing screening procedures • Standardized vision screening procedures • Sensory screenings for second and third year students are completed on a yearly basis 	<p>Child Development Specialist Nurses</p>	<p>Within first 45 calendar days after child attends</p>
<p>(3) If a program operates for 90 days or less, it has 30 days from the date the child first attends the program to satisfy paragraphs (b)(1) and (2) of this section</p>	<p>No program operates less than 90 days.</p>	<p>NA</p>	<p>NA</p>
<p>(4) A program must identify each child's nutritional health needs, taking into account available health information, including the child's health records, and family and staff</p>	<p>Nutritional health needs will be identified from the child's Health and Development History, Special Concerns form, Physical Health Exam form and Emergency Contact Card for nutritional health needs</p>	<p>Nurses Nutrition Services Teachers</p>	<p>Enrollment and ongoing</p>

<p>concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health Services Advisory Committee.</p>	<p>and special dietary requirements/food allergies. A Food Allergy Action Plan will be created for each child with food allergies. SCUSD will provide food substitutions when the form <i>Diet Prescription for Special Meals at School</i> is completed by the child's physician and parent. A "Special Diets" flip chart will be posted in each classroom to identify children with food allergies and food preferences. Nurses attend HSAC meetings twice yearly to identify information related to community nutritional issues.</p>		
<p>(c) Ongoing care.</p>			
<p>(1) A program must help parents continue to follow recommended schedules of well-child and oral health care.</p>	<p>Parents are informed at enrollment and throughout the year of recommended schedules of well-child and oral health care needs. Staff uses the Enrollment checklist and information is obtained in Child Plus to send Reminder or Missing Information letters to the parent.</p>	<p>Nurses Child Development Specialist</p>	<p>Enrollment and ongoing</p>
<p>(2) A program must implement periodic observations or other appropriate strategies for program staff and parents to identify any new or recurring developmental, medical, oral, or mental health concerns.</p>	<p>Daily health checks are provided, along with on-going classroom observations and developmental assessments. Use of the Mental Wellness Observation form, as needed. Frequent communication with parents. There is a review of reports from other agencies, and screening and re-screening results. Follow-up on frequent and/or extended absences will occur. A parent consultation will occur as soon as possible. This may occur in the classroom, during the home visit, by telephone or by written notices.</p>	<p>Teaching Staff Nurses Child Development Specialist Parent Advisor</p>	<p>ongoing</p>
<p>(3) A program must facilitate and monitor necessary oral health preventive care, treatment and follow-up, including topical fluoride treatments. In communities where there is a lack of adequate fluoride available through the water supply and for every child with moderate to severe tooth decay, a program must also facilitate fluoride</p>	<p>In collaboration with a community resource, all preschool children (with parental permission) will receive a fluoride varnish two times a year. Parents, children and staff will be educated in appropriate dental hygiene, nutrition and dental insurance resources. Parents will be reminded of needed dental treatment through written communication, or phone calls.</p>	<p>Nurse Child Development Specialist Clerk III Teaching Staff</p>	<p>ongoing</p>

	supplements, and other necessary preventive measures, and further oral health treatment as recommended by the oral health professional.	SCUSD will facilitate access to community resources, i.e. Early Smiles/Center for Oral Health and will provide funding for dental follow-up as-needed basis, when no other source is available.		
(d)	Extended follow-up care.			
	(1) A program must facilitate further diagnostic testing, evaluation, treatment, and follow-up plan, as appropriate, by a licensed or certified professional for each child with a health problem or developmental delay, such as elevated lead levels or abnormal hearing or vision results that may affect child's development, learning, or behavior.	If a child is identified with an observable, known or suspected health or developmental problem, s/he will be referred to the Case Management Team, Nurses or Special Education for appropriate follow-up.	Nurses Disability Coordinator Teaching Staff Instructional Coach	ongoing
	(2) A program must develop a system to track referrals and services provided and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, social and emotional, or developmental problem.	Child Plus will be utilized to monitor a child's health, oral health, social and emotional, or developmental concerns. Referrals to Nurse, Registered Dietitian, Instructional Coach and Coordinator will be issued, as needed, by use of the Request for Internal Services and Record of Internal Services.	Nurse Coordinator Teaching Staff Resource Teacher Data Information Technician	ongoing
	(3) A program must assist parents, as needed, in obtaining any prescribed medications, aids or equipment for medical and oral health conditions.	Staff will assist families in obtaining prescribed medications, aids or equipment for medical and oral health conditions utilizing local community health resources.	Nurse	ongoing
(e)	Use of funds.			
	(1) A program must use program funds for the provision of diapers and formula for enrolled children during the program day.	Diaper supplies are provided when needed for HS from program funds.		ongoing
	(2) A program may use program funds for professional medical and oral health services when no other source of funding is available. When program funds are used for such services, grantee and delegate agencies must have written documentation of their efforts to access other available sources of funding.	When no other source of funding is available and efforts have been documented, program funds will be utilized.	Nurse Program Technician	ongoing

§1302.43 Oral health practices			
A program must promote effective oral health hygiene by ensuring all children with teeth are assisted by appropriate staff, or volunteers, if available, in brushing their teeth with toothpaste containing fluoride once daily.	Policy and procedures are established for dental hygiene. Tooth brushing is completed daily. Dental education for children is provided in the classroom. Training/consultation is provided to parents as needed. Dental Varnish clinics are provided in collaboration with Early Smiles/Center for Oral Health.	Nurse Teaching Staff	ongoing
§1302.44 Child nutrition			
(a) Nutrition service requirements.			
(1) A program must design and implement nutrition services that are culturally and developmentally appropriate, meet the nutritional needs of and accommodate the feeding requirements of each child, including children with special dietary needs and children with disabilities. Family style meals are encouraged as described in §1302.31 (e) (2).	Culturally and developmentally appropriate meals/snacks that meet the needs of each child are planned and implemented through the SCUSD Nutrition Services Department, SCUSD Child Development Nutrition Consultant, and SCUSD food substitute procedures. SCUSD will provide food substitutions when the form Diet Prescription for Special Meals at School is completed by the child's physician and parent. A Special Diet flip chart will be posted in classrooms. There will be periodic meetings and on-going communication between Nutrition Services and Child Development regarding the menu. Menus will be posted in classrooms for parent's information and are also available on the district's website. All meals will be served family style, with adults seated at the tables.	SCUSD Nutrition Services Nutrition Coordinator Teaching Staff Nurse	
(2) Specifically, a program must:			
(i) Ensure each child in a program that operates for fewer than six hours per day receives meals and snacks that provide one third to one half of the child's daily nutritional needs;	SCUSD Nutrition Services will assure that all ACF nutrition requirements are met.	SCUSD Nutrition Services	ongoing
(ii) Ensure each child in a program that operates for six hours or more per day receives meals and snacks that provide one half to two	SCUSD Nutrition Services will assure that all AFC nutrition requirements are met.	SCUSD Nutrition Services	ongoing

<p>thirds of the child’s daily nutritional needs, depending upon the length of the program day;</p>			
<p>(iii) Serve three- to five-year-olds meals and snacks that conform to USDA requirements in 7 CFR parts 210, 220, and 226, and are high in nutrients and low in fat, sugar, and salt;</p>	<p>SCUSD Nutrition Services will assure that nutrition requirements and USDA Standards are met. On-going communication and periodic meetings will occur between Nutrition Services and Child Development regarding the menu and meal service.</p>	<p>SCUSD Nutrition Services Coordinator</p>	<p>ongoing</p>
<p>(iv) Feed infants and toddlers according to their individual developmental readiness and feeding skills as recommended in USDA requirements outlined in 7 CFR parts 210, 220, and 226, and ensure infants and young toddlers are fed on demand to the extent possible;</p>			
<p>(v) Ensure bottle-fed infants are never laid down to sleep with a bottle;</p>			
<p>(vi) Serve all children in morning center-based settings who have not received breakfast upon arrival at the program a nourishing breakfast;</p>	<p>All morning programs provide breakfast. Late arrivals will be provided breakfast if needed.</p>	<p>Teaching Staff</p>	<p>ongoing</p>
<p>(vii) Provide appropriate healthy snacks and meals to each child during group socialization activities in the home-based option;</p>			
<p>(viii) Promote breastfeeding, including providing facilities to properly store and handle breast milk and make accommodations, as necessary, for mothers who wish to breastfeed during program hours, and if necessary, provide referrals to</p>			

lactation consultants or counselors; and,			
(ix) Make safe drinking water available to children during the program day.	All classrooms have drinking fountains or will be provided pitchers of water so water is always assessable.	Teaching Staff	ongoing
(b) Payment sources. A program must use funds from USDA Food, Nutrition, and Consumer Services child nutrition programs as the primary source of payment for meal services. Early Head Start and Head Start funds may be used to cover those allowable costs not covered by the USDA.	SCUSD Nutrition Services utilizes USDA funds. Head Start funds support the non-reimbursable adult and child meals.	SCUSD Nutrition Services Program Technician	ongoing
§1302.45 Child mental health and social and emotional well-being			
(a) Wellness promotion. To support a program-wide culture that promotes children’s mental health, social and emotional well-being, and overall health, a program must:	As part of an LEA SCUSD has access to Mental Health Consultants and a Behavioral Support Specialist. The case management team will meet monthly to review all referrals and determine if a family/student requires additional mental health supports. The department will also collaborate with outside agencies as necessary ensure the needs of the students and families are met.		
(1) Provide supports for effective classroom management and positive learning environments; supportive teacher practices; and, strategies for supporting children with challenging behaviors and other social, emotional, and mental health concerns;	All staff have been trained in the Teaching Pyramid Framework, which addresses the relationship with each child, the classroom environment and proactive strategies for addressing challenging behavior. Teachers needing additional support will be provided training and or coaching as needed.	Coordinators Teaching Staff	Ongoing throughout the year
(2) Secure mental health consultation services on a schedule of sufficient and consistent frequency to ensure a mental health consultant is available to partner with staff and families in a timely and effective manner;	As part of an LEA SCUSD has access to Mental Health Consultants and a Behavioral Support Specialist. The case management team will meet monthly to review all referrals and determine if a family/student requires additional mental health supports. The department will also collaborate with outside agencies as necessary to ensure the needs of the students and families are met. Student Success Team	Director Coordinators Coordinator Social Worker Teachers	Monthly

	meetings will be used to collect data and communicate with families.		
(3) Obtain parental consent for mental health consultation services <u>at enrollment</u> ; and,	Consent for screening forum is completed at enrollment. Request for internal services form is completed as needed.	Child Development Specialist Teaching Staff Resources Teacher Coordinator	Ongoing
(4) Build community partnerships to facilitate access to additional mental health resources and services, as needed.	Community partnerships have been built with agencies such as: West Ed, Sacramento County Office of Education, Sacramento County Mental Facility.	Coordinators Resource Teacher Parent Advisor	Ongoing
(b) Mental health consultants. A program must ensure mental health consultants assist:			
(1) The program to implement strategies to identify and support children with mental health and social and emotional concerns;	<ol style="list-style-type: none"> 1. Professional Learning Opportunities 2. ASQ-SE Assessment 3. DRDP-2015 Fundamental Plus 4. Parent education 5. Student Study Teams 6. Request for Internal Services 7. Teaching Pyramid 	Resource Teacher Teaching staff	Ongoing
(2) Teachers, including family child care providers, to improve classroom management and teacher practices through strategies that include using classroom observations and consultations to address teacher and individual child needs and creating physical and cultural environments that promote positive mental health and social and emotional functioning ;	<ol style="list-style-type: none"> 1. Professional learning opportunities provided for helping teachers to create a physical and cultural environment that help promote positive mental health and social emotional functioning. 2. Teaching Pyramid Training 3. Individual coaching sessions are provided to teachers by Instructional Coach 4. Creative Curriculum 5. ASQ- SE 6. DRDP-observational assessment 7. Home visit/parent-teacher conferences 	Resource Teacher Teaching Staff Coordinators	Ongoing
(3) Other staff, including home visitors, to meet children’s mental health and social and emotional needs through strategies that include observation and consultation;	<ol style="list-style-type: none"> 1. All SCUSD staff are provided professional learning opportunities 2. DRDP observational assessments 3. ASQ-SE 	Coordinators Resource Teacher	Ongoing

<p>(4) Staff to address prevalent child mental health concerns, including internalizing problems such as appearing withdrawn and externalizing problems such as challenging behaviors; and,</p>	<ol style="list-style-type: none"> 1. Request for Internal Services 2. Individual meetings with Coordinator and/ or other staff members i.e. Student Success Team 	<p>Coordinator Nurses Teachers Resource Teachers Social Worker</p>	<p>Ongoing</p>
<p>(5) In helping both parents and staff to understand mental health and access mental health interventions, if needed.</p>	<ol style="list-style-type: none"> 1. Community agency representatives to provide training and feedback opportunities. <ol style="list-style-type: none"> 1. 'Parent Information Boards' 2. Community Resource Handout 3. Distribution of community resource event flyers 4. Verbal information shared in home visits, socializations, and parent meetings. 	<p>Teachers Parent Advisor</p>	<p>Ongoing</p>
<p>(6) In the implementation of the policies to limit suspension and prohibit expulsion as described in §1302.17.</p>	<p>Provide preventative and supportive services for children with challenging behaviors.</p> <ol style="list-style-type: none"> 1. ASQ-SE 2. Request for 'Internal Services' 3. Observations 4. Parent /Student Study Team 5. Written 'Plan of Action' 6. Training/Coaching for teaching staff. 	<p>Teachers Coordinators Director Social Worker</p>	<p>ASQ-SE annually Follow-up as necessary</p>
<p>§1302.46 Family support services for health, nutrition, and mental health</p>			
<p>(a) Parent collaboration. Programs must collaborate with parents to promote children's health and well-being by providing medical, oral, nutrition and mental health education support services that are understandable to individuals, including individuals with low health literacy.</p>	<p>SCUSD will promotes children's health and well-being by providing with one-on-one parent education, classroom parent meetings, and family education workshops.</p>	<p>Teaching Staff Nurse Social Worker</p>	<p>ongoing</p>
<p>(b) Opportunities.</p>			
<p>(1) Such collaboration must include opportunities for parents to:</p>			
<p>(i) Learn about preventive medical and oral health care, emergency first aid, environmental hazards, and health and safety practices for the home including</p>	<p>SCUSD will promote preventive medical and oral health care, emergency first aid, environmental hazards, and health and safety practices by providing one-on-one parent education, classroom parent meetings, and family education.</p>	<p>Teaching Staff Nurse Social Worker</p>	<p>ongoing</p>

<p>health and developmental consequences of tobacco products use and exposure to lead, and safe sleep;</p>			
<p>(ii) Discuss their child’s nutritional status with staff, including the importance of physical activity, healthy eating, and the negative health consequences of sugar-sweetened beverages, and how to select and prepare nutritious foods that meet the family’s nutrition and food budget needs;</p>	<p>SCUSD will promote the importance of physical activity, healthy eating, and the negative health consequences of sugar-sweetened beverages, and how to select and prepare nutritious foods that meet the family’s nutrition and food budget needs with one-on-one parent education, classroom parent meetings, and family education workshops.</p>	<p>Teaching Staff Nurse</p>	<p>ongoing</p>
<p>(iii) Learn about healthy pregnancy and postpartum care, as appropriate, including breastfeeding support and treatment options for parental mental health or substance abuse problems, including perinatal depression;</p>			
<p>(iv) Discuss with staff and identify issues related to child mental health and social and emotional well-being, including observations and any concerns about their child’s mental health, typical and atypical behavior and development, and how to appropriately respond to their child and promote their child’s social and emotional development; and,</p>	<p>All parents are involved in the family partnership process beginning at enrollment where they can request assistance for mental health support information and how to access mental services. Steps for addressing children with challenging behaviors is in place to support families as necessary. Social emotional screening process is conducted for all children and reviewed with parents.</p>	<p>Coordinators Teaching Staff Instructional Coach Social Worker</p>	<p>Ongoing</p>
<p>(v) Learn about appropriate vehicle and pedestrian safety for keeping children safe.</p>	<p>Parents receive information on pedestrian safety after their child starts school.</p>	<p>Teaching Staff</p>	<p>September</p>
<p>(2) A program must provide ongoing support to assist parents’ navigation through health systems to meet the general health</p>			

and specifically identified needs of their children and must assist parents:			
(i) In understanding how to access health insurance for themselves and their families, including information about private and public health insurance and designated enrollment periods;	Follow-up is provided, if needed, to ensure families understand and secure access to continuous health care insurance.	Enrollment Staff Nurses Parent Advisor	ongoing
(ii) In understanding the results of diagnostic and treatment procedures as well as plans for ongoing care; and,	Consultation will be provided to parents in need of information and understanding of the results of diagnostic and treatment procedures as well as plans for ongoing care.	Nurses	ongoing
(iii) In familiarizing their children with services they will receive while enrolled in the program and to enroll and participate in a system of ongoing family health care.	In the enrollment packet, parents are provided with informational handout on how to prepare their child for sensory screenings.	Enrollment Staff	ongoing
§1302.47 Safety practices			
(a) A program must establish, train staff on, implement, and enforce a system of health and safety practices that ensure children are kept safe at all times. A program should consult Caring for our Children Basics, available at http://www.acf.hhs.gov/sites/default/files/ecd/caring_for_our_children_basics.pdf , for additional information to develop and implement adequate safety policies and practices described in this part.	SCUSD has policies and procedures developed to protect the health and safety of children. All staff receive training annually related to these procedures. Systems in place to frequently monitor the implementation of these procedures.	Director Coordinator Teachers	Annually August/September
(b) A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with §1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety	All physical environments and facilities are expected to meet California state licensing requirements. In addition, ongoing monitoring of each indoor and outdoor space supports safe, clean, developmentally appropriate spaces. IPM Training for all classroom staff.	Teachers Coordinators Nurse	Monthly

procedures are adequate to ensure child safety. This system must ensure:			
(1) Meet licensing requirements in accordance with §§1302.21(d)(1) and 1302.23(d);	All physical environments and facilities are expected to meet California state licensing requirements. IPM Training for all classroom staff.	Teachers Coordinators Nurse	Monthly IPM annually December
(i) Clean and free from pests;	All physical environments and facilities are expected to meet California state licensing requirements. IPM Training for all classroom staff.	Teachers Coordinators Nurse	Monthly IPM annually December
(ii) Free from pollutants, hazards and toxins that are accessible to children and could endanger children’s safety;	All physical environments and facilities are expected to meet California state licensing requirements. IPM Training for all classroom staff.	Teachers Coordinators Nurse	Monthly IPM annually December
(iii) Designed to prevent child injury and free from hazards, including choking, strangulation, electrical, and drowning hazards, hazards posed by appliances and all other safety hazards;	All physical environments and facilities are expected to meet California state licensing requirements. IPM Training for all classroom staff.	Teachers Coordinators Nurse	Monthly IPM annually December
(iv) Well lit, including emergency lighting;	Emergency Preparedness Kits provided to all classrooms include flashlights and fresh batteries.	Coordinators Nurse	Annually
(v) Equipped with safety supplies that are readily accessible to staff, including, at a minimum, fully-equipped and up-to-date first aid kits and appropriate fire safety supplies;	Emergency Preparedness Kits provided to all classrooms include flashlights and fresh batteries.	Coordinators	Annually
(vi) Free from firearms or other weapons that are accessible to children;	All physical environments and facilities are expected to meet California state licensing requirements.	Coordinators	Monthly
(vii) Designed to separate toileting and diapering areas from areas for preparing food, cooking, eating, or children’s activities; and,	All physical environments and facilities are expected to meet California state licensing requirements.	Coordinators	Monthly
(viii) Kept safe through an ongoing system of preventative maintenance.	Checklist are completed to ensure preventative measures are taken such as fire extinguisher checks, grounds keeping, air filters changed, etc.	Coordinators District Maintenance Department	Monthly

<p>(2) Equipment and materials. Indoor and outdoor play equipment, cribs, cots, feeding chairs, strollers, and other equipment used in the care of enrolled children, and as applicable, other equipment and materials meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM). All equipment and materials must at a minimum:</p>	<p>Classroom materials are carefully selected to meet the curriculum requirements, children’s abilities and disabilities, linguistic and cultural characteristics, safety and hygiene. Materials appropriateness and availability are continually monitored and updated.</p>		
<p>(i) Be clean and safe for children’s use and are appropriately disinfected;</p>	<p>Selected toys are made of non-toxic materials and staff follows procedures to regularly sanitize.</p>	<p>All teaching staff</p>	<p>Daily</p>
<p>(ii) Be accessible only to children for whom they are age appropriate;</p>	<p>Classroom materials are carefully selected to meet the curriculum requirements, children’s age, abilities and disabilities, linguistic and cultural characteristics, safety and hygiene. Materials appropriateness and availability are continually monitored and updated.</p>	<p>All Staff</p>	<p>Daily</p>
<p>(iii) Be designed to ensure appropriate supervision of children at all times;</p>	<p>Safety and Supervision procedures ensure that children are within sight and staff at all times.</p>	<p>All Staff</p>	<p>Daily</p>
<p>(iv) Allow for the separation of infants and toddlers from preschoolers during play in center-based programs; and,</p>			<p>Daily</p>
<p>(v) Be kept safe through an ongoing system of preventative maintenance.</p>	<p>Classroom staff complete Daily Health and Safety environmental checklist.</p>	<p>Teaching Staff</p>	<p>Daily</p>
<p>(3) Background checks. All staff have complete background checks in accordance with §1302.90(b).</p>	<p>All SCUSD employees must have background checks prior to starting work.</p>	<p>Human Resources</p>	<p>Prior to first day of work</p>
<p>(4) Safety training.</p>			
<p>(i) Staff with regular child contact. All staff with regular child contact have initial orientation</p>	<p>New employee orientation will be provided quarterly.</p>	<p>Director Coordinator</p>	<p>Quarterly</p>

<p>training within three months of hire and ongoing training in all state, local, tribal, federal and program-developed health, safety and child care requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training in:</p>	<p>All classroom and support staff have mandatory training covering health, safety and supervision. New employees attend District and department orientation prior to working with children. Training on the topics listed below is offered and required for all staff annually.</p>		<p>Annually</p>
<p>(A) The prevention and control of infectious diseases;</p>	<p>Blood Bourne Pathogens training required</p>	<p>Nurses/Hour Zero</p>	<p>By September 30</p>
<p>(B) Prevention of sudden infant death syndrome and use of safe sleeping practices;</p>	<p>N/A</p>		
<p>(C) Administration of medication, consistent with standards for parental consent;</p>	<p>Offered at Pre-service</p>	<p>Nurses</p>	<p>Prior to the start of school</p>
<p>(D) Prevention and response to emergencies due to food and allergic reactions;</p>	<p>Offered at Pre-service</p>	<p>Nurses</p>	<p>Prior to the start of school</p>
<p>(E) Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic;</p>	<p>Offered at Pre-service</p>	<p>Coordinator</p>	<p>Preservice before the start of school</p>
<p>(F) Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment;</p>	<p>Required training annually in September</p>	<p>Director Coordinators</p>	<p>September</p>

(G) Emergency preparedness and response planning for emergencies;	Offered at Pre-service	Coordinators Director	Preservice before the start of school
(H) Handling and storage of hazardous materials and the appropriate disposal of bio contaminants;	Blood Bourne Pathogens training required	Nurses/Hour Zero	By September 30
(I) Appropriate precautions in transporting children, if applicable;	N/A		
(J) First aid and cardiopulmonary resuscitation; and,	Teachers are required to have current CPR and First aid training per licensing. Annual file checks ensure their CPR and First Aid are current.	Child Development Specialist Human Resources	File check annual
(K) Recognition and reporting of child abuse and neglect, in accordance with the requirement at paragraph (b) (5) of this section.	Mandated Reporter Training is required annually for all SCUSD employees.	Human Resources	By September 30
(ii) Staff without regular child contact. All staff with no regular responsibility for or contact with children have initial orientation training within three months of hire; ongoing training in all state, local, tribal, federal and program-developed health and safety requirements applicable to their work; and training in the program's emergency and disaster preparedness procedures.	All staff must participate in child abuse reporting training annually. Additionally, facilities personnel must have Integrated Pest Management training annually. All staff receive training specific to site regarding emergency/disaster procedures.	Human Resources Child Development Specialist Coordinators Director Hour Zero	All trainings required annually by December
(5) Safety practices. All staff and consultants follow appropriate practices to keep children	All staff receive on-going training throughout the year and are given multiple copies of department Safety and Supervision Policies and Procedures. Any	Coordinators Director	September, February and as needed

safe during all activities, including, at a minimum:	personnel/partners that engage with classrooms are also given a copy of expected policies and procedures.		
(i) Reporting of suspected or known child abuse and neglect, including that staff comply with applicable federal, state, local, and tribal laws;	Mandatory annual training for ALL SCUUSD employees.	Human Resources	Annually by September 30
(ii) Safe sleep practices, including ensuring that all sleeping arrangements for children under 18 months of age use firm mattresses or cots, as appropriate, and for children under 12 months, soft bedding materials or toys must not be used;			
(iii) Appropriate indoor and outdoor supervision of children at all times;	All staff receive on-going training throughout the year and are given multiple copies of department Safety and Supervision Policies and Procedures. Any personnel/partners that engage with classrooms are also given a copy of expected policies and procedures.	Coordinators Director	September, February and as needed
(iv) Only releasing children to an authorized adult, and;	All staff receive on-going training throughout the year and are given multiple copies of department Safety and Supervision Policies and Procedures. Any personnel/partners that engage with classrooms are also given a copy of expected policies and procedures.	Coordinators Director	September, February and as needed
(v) All standards of conduct described in §1302.90(c).	All staff receive on-going training throughout the year and are given multiple copies of department Safety and Supervision Policies and Procedures. Any personnel/partners that engage with classrooms are also given a copy of expected policies and procedures.	Coordinators Director	September, February and as needed
6) Hygiene practices. All staff systematically and routinely implement hygiene practices that at a minimum ensure:	Mandatory annual training for all classroom and support staff.	Coordinator	

(i) Appropriate toileting, hand washing, and diapering procedures are followed;	Mandatory annual training for all classroom and support staff.	Nurses Coordinator	Annually by September 30
(ii) Safe food preparation; and,	Mandatory annual training for all classroom and support staff.	Nurses Coordinator	Annually by September 30
(iii) Exposure to blood and body fluids are handled consistent with standards of the Occupational Safety Health Administration.	Mandatory annual training for all classroom and support staff.	Nurses Coordinator	Annually by September 30
(7) Administrative safety procedures. Programs establish, follow, and practice, as appropriate, procedures for, at a minimum:	Mandatory annual training for all classroom and support staff.	Director Coordinator	
(i) Emergencies;	Mandatory annual training for all classroom and support staff.	Director Coordinator	Preservice before the start of school
(ii) Fire prevention and response;	Mandatory annual training for all classroom and support staff.	Director Coordinator	Preservice before the start of school
(iii) Protection from contagious disease, including appropriate inclusion and exclusion policies for when a child is ill, and from an infectious disease outbreak, including appropriate notifications of any reportable illness;	Mandatory annual training for all classroom and support staff.	Nurses	Annually by September 30
(iv) The handling, storage, administration, and record of administration of medication;	Mandatory annual training for all classroom and support staff.	Nurses Teachers	Preservice before the start of school
(v) Maintaining procedures and systems to ensure children are only released to an authorized adult; and,	Mandatory annual training for all classroom and support staff.	Teachers Director Coordinator	September, February and as needed
(vi) Child specific health care needs and food allergies that include accessible plans of action for emergencies. For food allergies, a program must also post individual child food allergies prominently	Mandatory annual training for all classroom and support staff.	Nurses Teachers	Preservice before the start of school

where staff can view wherever food is served.			
(8) Disaster preparedness plan. The program has all-hazards emergency management/disaster preparedness and response plans for more and less likely events including natural and manmade disasters and emergencies, and violence in or near programs.	Mandatory annual training for all classroom and support staff. Emergency Preparedness Kits provided to all classrooms include flashlights and fresh batteries. Classroom conduct, monthly drills include fire, lockdown, and earthquake.	Director Coordinator	
(c) A program must report any safety incidents in accordance with §1302.102(d) (1) (ii).	SCUSD reports any unusual incidents to CA Licensing and to Grantee.	Director Coordinator	Within 24 hours
SUBPART E — FAMILY AND COMMUNITY ENGAGEMENT PROGRAM SERVICES			
§1302.50 Family engagement			
(a) Purpose. A program must integrate parent and family engagement strategies into all systems and program services to support family well-being and promote children’s learning and development. Programs are encouraged to develop innovative two-generation approaches that address prevalent needs of families across their program that may leverage community partnerships or other funding sources.			
(b) Family engagement approach. A program must:			
(1) Recognize parents as their children’s primary teachers and nurturers and implement intentional strategies to engage parents in their children’s learning and development and support parent-child relationships, including specific strategies for father engagement;	Our program uses the following approaches: Offer parents the apple bag, parent meeting and parent conferences, home visits, policy committee meeting, male involvement promotion opportunities, enrollment paperwork, in kind opportunities.	Teaching staff Social Worker Enrollment Staff Parent Advisor	Beginning at registration and throughout the year.
(2) Develop relationships with parents and structure services to encourage trust and respectful, ongoing two-way communication between staff and parents to create welcoming program environments that incorporate the unique cultural, ethnic, and linguistic backgrounds of families in the program and community;	Home-visits, parent meeting, conferences, worksheets, bilingual staff and goal setting process. Verbal and/or written information is provided in home language when possible. Materials and visuals that reflect the culture and diversity of children and families.	All Child Development staff	Throughout the year
(3) Collaborate with families in a family partnership process that identifies needs,	At enrollment registration staff gather information via the family worksheet and provide community	Enrollment Staff Parent Advisory	Throughout the year

<p>interests, strengths, goals, and services and resources that support family well-being, including family safety, health, and economic stability;</p>	<p>resource handout. Throughout the year staff offers goal setting opportunities to families throughout the year via these processes and documents:</p> <ul style="list-style-type: none"> ● Head Start Family Partnership Agreement ● Flow Chart ● Family Worksheet ● Community Resources Sheet ● Family Partnership Agreement Response Form ● Family Partnership Agreement Goal Sheet ● Family Partnership Agreement Letter ● Translation Assistance Policy ● Family Contact Sheet ● Request for Internal Services ● Record of Follow-up Services ● Goal Sheet Tracking Form 	<p>Social Worker Coordinators</p>	
<p>(4) Provide parents with opportunities to participate in the program as employees or volunteers;</p>	<ul style="list-style-type: none"> ● Provide parents the opportunity to be employed in our classrooms ● Fliers about SCUSD job opportunities are posted in the classroom ● Volunteer packet given to families ● In-Kind form ● Parent Committee ● Policy Committee representative ● Policy Council (SETA) ● Promote local ECE classes ● Parent involvement opportunities are planned from parent feedback ● Serve on employee interview panels ● Service Area Plans committees 	<p>Child Development Staff Teaching Staff Leadership Team</p>	<p>On-going</p>
<p>(5) Conduct family engagement services in the family’s preferred language, or through an interpreter, to the extent possible, and</p>	<ul style="list-style-type: none"> ● Bilingual and multicultural staff is available. Resources and materials are offered in multiple languages. 	<p>Resource Teacher Teaching Staff Parent Advisor</p>	<p>On-going</p>

<p>ensure families have the opportunity to share personal information in an environment in which they feel safe; and,</p>	<ul style="list-style-type: none"> Enrollment, Parent meetings, home-visits and conferences, IEP, parent surveys, and suggestion boxes. 		
<p>(6) Implement procedures for teachers, home visitors, and family support staff to share information with each other, as appropriate and consistent with the requirements in part 1303 subpart C, of this chapter; FERPA; or IDEA, to ensure coordinated family engagement strategies with children and families in the classroom, home, and community.</p>	<p>Procedure sharing information in</p> <ul style="list-style-type: none"> SSTs Case-management Resource staff meetings Request for Internal Services form Record of Follow-up Release of Information form IEP Consent Forms Access to locked, secured child files utilizing SCUSD standards of confidentiality. 	<p>Coordinators</p>	<p>On-going</p>
<p>§1302.51 Parent activities to promote child learning and development</p>			
<p>(a) A program must promote shared responsibility with parents for children’s early learning and development, and implement family engagement strategies that are designed to foster parental confidence and skills in promoting children’s learning and development. These strategies must include:</p>			
<p>(1) Offering activities that support parent-child relationships and child development including language, dual language, literacy, and bi-literacy development as appropriate;</p>	<p>Apple Bags In-kind opportunities Parent Workshops Parent Meetings Parents as volunteers in the classroom Policy committee Policy council</p>	<p>Resource Teacher Coordinators Teacher Parent Advisor</p>	<p>On-going</p>
<p>(2) Providing parents with information about the importance of their child’s regular attendance, and partner with them, as</p>	<p>Parent Orientation Conferences Home visits</p>	<p>Child Development Specialist Teachers</p>	<p>On-going</p>

necessary, to promote consistent attendance; and,	On-going communication with families to inquire if additional supports are needed. Policy Committee Parent Meetings Parent Handbook	Coordinator Parent Advisor	
(3) For dual language learners, information and resources for parents about the benefits of bilingualism and bi-literacy.	Information on ESL class ECE information on bilingualism Provide classroom staff resources and education on the benefits of bilingualism and bi-literacy.	Coordinator Resource Teachers Teaching Staff	On-going
(b) A program must, at a minimum, offer opportunities for parents to participate in a research-based parenting curriculum that builds on parents' knowledge and offers parents the opportunity to practice parenting skills to promote children's learning and development. A program that chooses to make significant adaptations to the parenting curriculum to better meet the needs of one or more specific populations must work with an expert or experts to develop such adaptations.	Ready Rosie implemented and available for interested parents.	Coordinator Teachers Data Information Technician	October to June yearly
§1302.52 Family partnership services			
(a) Family partnership process. A program must implement a family partnership process that includes a family partnership agreement and the activities described in this section to support family well-being, including family safety, health, and economic stability, to support child learning and development, to provide, if applicable, services and supports for children with disabilities, and to foster parental confidence and skills that promote the early learning and development of their children. The process must be initiated as early in the program year as possible and continue for as long as the family participates in the program, based on parent interest and need.	At enrollment registration staff gather information via the family worksheet and provide community resource handout. Throughout the year staff offers goal setting opportunities to families via these processes and documents: <ul style="list-style-type: none"> ● Head Start Family Partnership Agreement ● Flow Chart ● Family Worksheet ● Community Resources Sheet ● Family Partnership Agreement Response Form ● Family Partnership Agreement Goal Sheet ● Family Partnership Agreement Letter ● Family Contact Sheet ● Request for Internal Services ● Record of Follow-up Services 	Enrollment staff	At time of initial enrollment and throughout the year

	<ul style="list-style-type: none"> ● Goal Sheet Tracking Form <p>Staff will approach families to offer them the opportunity to be involved in the goal setting process. For those families who do participate their goals will be listed on the Family Partnership Agreement. Families will be given multiple opportunities to participate in the goal setting process. See 1304.40-a-1</p>		
<p>(b) Identification of family strengths and needs. A program must implement intake and family assessment procedures to identify family strengths and needs related to the family engagement outcomes as described in the Head Start Parent Family and Community Engagement Framework, including family well-being, parent-child relationships, families as lifelong educators, families as learners, family engagement in transitions, family connections to peers and the local community, and families as advocates and leaders.</p>	<ul style="list-style-type: none"> ● Family Worksheet ● Community Resources Sheet ● Goal Setting ● Parent Meetings ● Parent Workshops ● Policy Committee ● FPA Flow Chart ● Home visits and parent conferences 	<p>Coordinators Teachers Parent Advisor</p>	<p>On-going</p>
<p>(c) Individualized family partnership services. A program must offer individualized family partnership services that:</p>			
<p>(1) Collaborate with families to identify interests, needs, and aspirations related to the family engagement outcomes described in paragraph (b) of this section;</p>	<p>At enrollment registration staff gather information via the family worksheet and provide community resource handout. Throughout the year staff offers goal setting opportunities to families throughout the year via these processes and documents:</p> <ul style="list-style-type: none"> ● Head Start Family Partnership Agreement ● Flow Chart ● Family Worksheet ● Community Resources Sheet ● Family Partnership Agreement Response Form ● Family Partnership Agreement Goal Sheet ● Family Partnership Agreement Letter 	<p>Enrollment staff Teachers Parent Advisor</p>	<p>On-going</p>

	<ul style="list-style-type: none"> ● Family Contact Sheet ● Request for Internal Services ● Record of Follow-up Services ● Goal Sheet Tracking Form <p>Staff will approach families to offer them the opportunity to be involved in the goal setting process. For those families who do participate their goals will be listed on the Family Partnership Agreement. Families will be given multiple opportunities to participate in the goal setting process. See 1304.40-a-1</p>		
(2) Help families achieve identified individualized family engagement outcomes;	<p>Provide resources Follow-up on progress of goals Refer to resource staff List out parent and staff strategies</p>	Teachers	On-going
(3) Establish and implement a family partnership agreement process that is jointly developed and shared with parents in which staff and families to review individual progress, revise goals, evaluate and track whether identified needs and goals are met, and adjust strategies on an ongoing basis, as necessary, and;	<p>Families are given the opportunity to participate in the FPA process: Follow up on progress of goals (this process happens 3 times a year during parent conferences/home visits) Refer to resource staff List out parent and staff strategies Provide a time line for starting or completing a goal Provide additional resources as needed</p>	Teachers	At time of enrollment through the month of May on a yearly basis
(4) Assign staff and resources based on the urgency and intensity of identified family needs and goals.	<p>FPA flow chart Emergency referrals Timetable for follow up Identification of Resource staff to meet the need of the referral</p>	Coordinators Teachers Social Worker	On-going
(d) Existing plans and community resources. In implementing this section, a program must take into consideration any existing plans for the family made with other community agencies and availability of other community resources to address family needs, strengths, and goals, in order to avoid duplication of effort.	<p>Complete sections on the Family Worksheet that indicates possible family involvement with other community agencies. Establish communication with other community agencies as appropriate via Authorization for Exchange of Information.</p>	Coordinators Teachers Parent Advisor	On-going

<p>§1302.53 Community partnerships and coordination with other early childhood and education programs</p>			
<p>(a) Community partnerships.</p>			
<p>(1) A program must establish ongoing collaborative relationships and partnerships with community organizations such as establishing joint agreements, procedures, or contracts and arranging for onsite delivery of services as appropriate, to facilitate access to community services that are responsive to children’s and families’ needs and family partnership goals, and community needs and resources, as determined by the community assessment.</p>	<ol style="list-style-type: none"> 1. Partnerships with various agencies have been formed. 2. Field trips and/or guest speakers from various community resources are arranged. 3. Parents fill out Family Worksheet. 4. Registration staff provide families with Community Resources handout. 5. Teachers/School Community Liaisons will assist with these needs and make referrals to Resource Staff as needed. 6. Bilingual staff is available. 7. Obtain flyers/schedule of classes through adult education programs. 8. Promote partnerships with community resources. 9. Distribute grant-provided books. 10. Classroom parent meeting 11. Community partners are invited to Home-based socials. 12. Community classes and guest speakers. 	<p>Teaching staff Nurses Director Coordinators Parent Advisor</p>	<p>On-going</p>
<p>(2) A program must establish necessary collaborative relationships and partnerships, with community organizations that may include:</p>			
<p>(i) Health care providers, including child and adult mental health professionals, Medicaid managed care networks, dentists, other health professionals,</p>	<p>Sacramento County Mental health Access Family Resource Centers SCUSD Connect Center Well Space Nurse Women Infant and Child (WIC)</p>	<p>Nurses Parent Advisor</p>	<p>On-going</p>

nutritional service providers, providers of prenatal and postnatal support, and substance abuse treatment providers;	FPAs		
(ii) Individuals and agencies that provide services to children with disabilities and their families, elementary schools, state preschool providers, and providers of child care services;	Alta Regional Birth and Beyond Special Education Sacramento County Office of Education Warm-line CAC	Coordinator Director Nurses Parent Advisor Social Worker	On-going
(iii) Family preservation and support services and child protective services and any other agency to which child abuse must be reported under state or tribal law;	Police Sheriff Well Space Tribal TANF SCUSD Health Services Children’s Protective Services WEAVE Family Resource Center Birth and Beyond	Coordinators Director Nurses Social Worker Teaching Staff	On-going
(iv) Educational and cultural institutions, such as libraries and museums, for both children and families;	Adult Education DHA Work Force Development Sacramento Public Library Sacramento Children’s Museum	Teaching Staff Parent Advisor	On-going
(v) Temporary Assistance for Needy Families, nutrition assistance agencies, workforce development and training programs, adult or family literacy, adult education, and post-secondary education institutions, and agencies or financial institutions that provide asset-building education, products and services to enhance family financial stability and savings;	211 DHA DHHS Adult Education English as a Second Language WIC Job Corps Sacramento Food Bank Cal Fresh Sacramento Public Library Local Banks and credit unions – i.e. Wells Fargo, Golden 1, etc.	Teaching Staff Coordinators Parent Advisor Social Worker	On-going
(vi) Housing assistance agencies and providers of support for	211 DHA	Coordinators Teaching Staff	On-going

children and families experiencing homelessness, including the local educational agency liaison designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.);	Shelters SCUSD Parker Family Resource Center Family Promise Bishop Gallegos Maternity Home Chicks in Crisis Sac Move Furniture for Families	Parent Advisor Social Worker	
(vii) Domestic violence prevention and support providers; and,	WEAVE My Sister's House Bishop Gallegos Maternity Home Frances House Chicks in Crisis 211	Coordinators	On-going
(viii) Other organizations or businesses that may provide support and resources to families.			
(b) Coordination with other programs and systems. A program must take an active role in promoting coordinated systems of comprehensive early childhood services to low-income children and families in their community through communication, cooperation, and the sharing of information among agencies and their community partners, while protecting the privacy of child records in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws.	SCUSD follows all Head Start performance standards and CDE funding terms and conditions. Sharing of information is covered under the District's confidentiality policies.	Director Coordinators Teachers Child Development Specialist Parent Advisor Social Worker	
(1) Memorandum of understanding. To support coordination between Head Start and publicly funded preschool programs, a program must enter into a memorandum of understanding with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the program, as described in section 642(e)(5) of the Act.	SCUSD operated in conjunction with Sacramento County office of Education and the CA Department of Education.	Director Coordinators	
(2) Quality Rating and Improvement Systems. A program, with the exception of	SCUSD participates in the state QRIS system through the Sacramento County Office of Education/	Director Coordinators	

American Indian and Alaska Native programs, must participate in its state or local Quality Rating and Improvement System (QRIS) if:			
(i) Its state or local QRIS accepts Head Start monitoring data to document quality indicators included in the state’s tiered system;			
(ii) Participation would not impact a program’s ability to comply with the Head Start Program Performance Standards; and,			
(iii) The program has not provided the Office of Head Start with a compelling reason not to comply with this requirement.			
(3) Data systems. A program, with the exception of American Indian and Alaska Native programs unless they would like to and to the extent practicable, should integrate and share relevant data with state education data systems, to the extent practicable, if the program can receive similar support and benefits as other participating early childhood programs.	SCUSD shares student DRDP data as required to CDE through DRDP Online.	Data Information Technician	
SUBPART F — ADDITIONAL SERVICES FOR CHILDREN WITH DISABILITIES			
§1302.60 Full participation in program services and activities			
A program must ensure enrolled children with disabilities, including but not limited to those who are eligible for services under IDEA, and their families receive all applicable program services delivered in the least restrictive possible environment and that they fully participate in all program activities.	Children are “cleared” to enroll in particular programs via the Special Concerns Form, based on IFSP/IEP recommendations.	Coordinators Resource Teacher Child Development Specialist	Ongoing when children are enrolled into any program
§1302.61 Additional services for children			

<p>(a) Additional services for children with disabilities. Programs must ensure the individualized needs of children with disabilities, including but not limited to those eligible for services under IDEA, are being met and all children have access to and can fully participate in the full range of activities and services. Programs must provide any necessary modifications to the environment, multiple and varied formats for instruction, and individualized accommodations and supports as necessary to support the full participation of children with disabilities. Programs must ensure all individuals with disabilities are protected from discrimination under and provided with all services and program modifications required by section 504 of the Rehabilitation Act (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and their implementing regulations.</p>	<p>Information from each child's:</p> <ul style="list-style-type: none"> ● Individualized Family Support Plan (IFSP) or Individual Education Program (IEP), ● IEP/SST Accommodation Record (with lesson plan/home visit plan) ● registration information (Special Concerns Form), ● developmental, speech and language, and social/emotional screenings, ● classroom observations, ● portfolios, ● assessment results (Desired Results Developmental Profile-2015 ● Individual Development Plans (IDP), ● parent and teacher input throughout the year, and ● If applicable, information from previous screenings & assessments when a child transitions into a HS. <p>Information from these sources is used to form the basis for individualized activities and services that will be provided within the ongoing activities of the Head Start classroom.</p>	<p>Coordinators Resource Teacher Nurses Teaching Staff</p>	
<p>(b) Services during IDEA eligibility determination. While the local agency responsible for implementing IDEA determines a child's eligibility, a program must provide individualized services and supports, to the maximum extent possible, to meet the child's needs. Such additional supports may be available through a child's health insurance or it may be appropriate or required to provide the needed services and supports under section 504 of the Rehabilitation Act if the child satisfies the definition of disability in section 705(9)(b) of the Rehabilitation Act. When such supports are not available through</p>	<p>Teachers continue to individualize for a child after referring him/her to determine eligibility. Individualization is shown on the Lesson Plan and Accommodation Record. The teacher may complete a Request for Internal Services (RIS) receive support from the support team. The support team may meet with the teacher and parent in the SST process.</p>	<p>Coordinators Resource Teacher Nurses Teaching Staff Social Worker</p>	

<p>alternate means, pending the evaluation results and eligibility determination, a program must individualize program services based on available information such as parent input and child observation and assessment data and may use program funds for these purposes.</p>			
<p>(c) Additional services for children with an IFSP or IEP. To ensure the individual needs of children eligible for services under IDEA are met, a program must:</p>			
<p>(1) Work closely with the local agency responsible for implementing IDEA, the family, and other service partners, as appropriate, to ensure:</p>			

<p>(i) Services for a child with disabilities will be planned and delivered as required by their IFSP or IEP, as appropriate;</p>	<p>Special education and related services (including transportation) are provided by our LEAs as per our Interagency Agreement. Services are provided as per the child’s IEP and are tracked by the Special Needs Coordinator.</p> <p>Services provided by the LEAs include audiology services, physical therapy, occupational therapy, speech or language services, psychological services, and transportation services.</p> <p>These services are enhanced through collaboration between Head Start staff and special education staff. Staffs collaborate by:</p> <ul style="list-style-type: none"> ○ Identifying individual IEP/IFSP goals that may be met in the Head Start classroom, ○ Conducting joint home visits and parent conferences, ○ Attending joint trainings and workshops, ○ Sharing ongoing anecdotal observations, portfolio contents, and screening results to complete the DRDP-2015, and Home-based HELP assessment tools, ○ Identifying and implementing activities to meet the individual goals of each child in the daily routine and implementing them in weekly lesson plans, and ○ Reviewing each child’s progress with parent(s) during two home visits and two parent conferences during the school year. 	<p>Coordinators Resource Teacher Social Worker</p>	
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<p>(ii) Children are working towards the goals in their IFSP or IEP;</p>	<p>Services are provided as per the child's IEP and tracked by the Special Needs Coordinator. When able Teachers attend IEP meetings and contribute information about the child's development and progress in a typical classroom setting. In collaboration with special education staff, teachers incorporate identified goals for the child in weekly lesson plans (in a manner that ensures confidentiality for the child). Anecdotal observations and portfolio items are shared and used to complete DRDP-2015.</p>	<p>Coordinators Classroom Teachers Resource Teacher</p>	
<p>(iii) Elements of the IFSP or IEP that the program cannot implement are implemented by other appropriate agencies, related service providers and specialists;</p>	<p>Special education employees of SCUSD meet state standards for personnel serving children with disabilities. The district also contracts with outside agencies qualified to provide services as per requirements established by the state of California (i.e., Easter Seals, and other non-public schools).</p>	<p>Coordinators</p>	
<p>(iv) IFSPs and IEPs are being reviewed and revised, as required by IDEA; and,</p>	<p>A tracker is updated monthly to track all children with IEPs, IFSPs, and referrals. This information is also kept in Child Plus.</p>	<p>Coordinators Resource Teacher Child Development Specialist</p>	
<p>(v) Services are provided in a child's regular Early Head Start or Head Start classroom or family child care home to the greatest extent possible.</p>	<p>The appropriateness of placing a child with special needs in a Head Start program is determined by the IEP team. Joint agreements between Head Start, the LEA and Part C Agency determine what services each agency is responsible for. Dual enrollment opportunities and full inclusion opportunities are available to children with special needs.</p>	<p>Social Worker Coordinators</p>	
<p>(2) Plan and implement the transition services described in subpart G of this part, including at a minimum:</p>			
<p>(i) For children with an IFSP who are transitioning out of Early Head Start, collaborate with the</p>			

<p>parents, and the local agency responsible for implementing IDEA, to ensure appropriate steps are undertaken in a timely and appropriate manner to determine the child's eligibility for services under Part B of IDEA; and,</p>			
<p>(ii) For children with an IEP who are transitioning out of Head Start to kindergarten, collaborate with the parents, and the local agency responsible for implementing IDEA, to ensure steps are undertaken in a timely and appropriate manner to support the child and family as they transition to a new setting.</p>	<p>The SCUUSD Head Start professional learning professional learning EP/IFSP transitioning meets the transition requirements of Parts B and C of the Individuals with Disabilities Education Act (IDEA).</p> <ul style="list-style-type: none"> ● Two-way referral systems, exchange of information processes, and coordinated services are established through an updated Interagency Agreement. ● Cooperative efforts among agencies involve parents in the transition process and in preparing them for the next set of services. 	<p>Director Coordinator Resource Teachers Social Worker</p>	

	<ul style="list-style-type: none"> • Parents are provided information regarding community events that focus on child health and development. • Children with special needs who are transitioning to kindergarten continue to receive services from the LEA in accordance with their IEP (the LEA maintains responsibility for transferring special education records to the child's next educational placement). • At the child's IEP meeting, the child's progress, current level of functioning, and eligibility for continued special education services is re-evaluated. Head Start teachers participate (to the greatest extent possible) in a child's IEP meeting. • Parents are urged to advocate for their children by connecting with the special education staff prior to, or upon their child's entry into kindergarten. 		
§1302.62 Additional services for parents			
(a) Parents of all children with disabilities.			
(1) A program must collaborate with parents of children with disabilities, including but not limited to children eligible for services under IDEA, to ensure the needs of their children are being met, including support to help parents become advocates for services that meet their children's needs and information and skills to help parents understand their child's disability and how to best support the child's development;	Teachers post information on the parent boards in their classrooms and share articles they receive via email. Parents are also invited to CAC advisory meetings provided by SCUSD Special Education.	Coordinators Teachers Parent Advisor	
(2) A program must assist parents to access services and resources for their family, including securing adaptive	Teachers can submit a Request for Internal Services for additional materials or services.	Teacher Coordinators Resource Teacher	

<p>equipment and devices and supports available through a child's health insurance or other entities, creating linkages to family support programs, and helping parents establish eligibility for additional support programs, as needed and practicable.</p>		<p>Social Worker</p>	
<p>(b) Parents of children eligible for services under IDEA. For parents of children eligible for services under IDEA, a program must also help parents:</p>			
<p>(1) Understand the referral, evaluation, and service timelines required under IDEA;</p>	<p>When possible our program staff attend assessments and/or IEPs and help parents understand the evaluation process and timelines.</p>	<p>Coordinator Resource Teacher Classroom Staff Social Worker</p>	

<p>(2) Actively participate in the eligibility process and IFSP or IEP development process with the local agency responsible for implementing IDEA, including by informing parents of their right to invite the program to participate in all meetings;</p>	<p>The IEP/IFSP team may include other community agencies that have knowledge of the child and/or his/her specific disability and are to contribute to the meeting.</p> <ul style="list-style-type: none"> ● Parents may invite any person(s) they feel have an interest in the well-being of their child and are willing to help the parent understand the process and its outcome. ● The Special Needs Coordinator may invite any service area staff person particularly involved due to the nature of the child's disability. ● The needs of the parent will be considered in planning the IEP meetings. Attempts will be made to arrange with the parent a convenient date and time for the meeting. ● Parents will be notified in advance, in writing, of the IEP meeting. Parent input will be obtained regarding family needs and the child's need for special education or related services. ● Written parent agreement with the IEP decision of eligibility, placement and goals, will be obtained prior to the beginning of services. ● IEP team members and the parent or guardian will sign the IEP, signifying acceptance. ● Head Start Staff will make every effort to help parents understand the IEP process and information/goals. ● Teachers are provided with IEP information which is placed in the child's file and referred to for individualization planning. ● The LEA provides a copy of the IEP and accompanying reports to the parent at the end of the meeting. Parents may also 	<p>Coordinator Resource Teacher Classroom Staff Parent Advisor</p>	
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	<p>request a copy of all the assessment reports before the IEP meeting occurs.</p> <ul style="list-style-type: none"> The Special Needs Coordinator has access to up-to-date IEP documents through the special education data base (SEIS). 		
(3) Understand the purposes and results of evaluations and services provided under an IFSP or IEP; and,	When possible our program staff attend IEPs and help parents understand the evaluation process and may help the LEA explain the evaluations and services.	Classroom Staff Coordinator Resource Teacher Social Worker	
(4) Ensure their children’s needs are accurately identified in, and addressed through, the IFSP or IEP.	When possible our program staff attend IEPs and may help parent’s schedule additional meeting to ensure children’s needs are being met.	Classroom Staff Coordinator Resource Teacher Parent Advisor Social Worker	
§1302.63 Coordination and collaboration with the local agency responsible for implementing IDEA			
(a) A program must coordinate with the local agency responsible for implementing IDEA to identify children enrolled or who intend to enroll in a program that may be eligible for services under IDEA, including through the process described in §1302.33(a)(3) and through participation in the local agency Child Find efforts.	Our program maintains working relationships with SCUSD Special Education to help each other with enrolling families who qualify for programs. Special needs identified by parents at enrollment via the Special Concerns Form and concerns are followed-up depending on identified concern.	Coordinators Resource Teacher Nurse Classroom Staff	
(b) A program must work to develop interagency agreements with the local agency responsible for implementing IDEA to improve service delivery to children eligible for services under IDEA, including the referral and evaluation process, service coordination, promotion of service provision in the least restrictive appropriate community-based setting and reduction in dual enrollment which causes reduced time in a less restrictive setting, and transition services as children move from services provided under Part C of IDEA to services provided under Part B of IDEA and from preschool to kindergarten.	SETA and the Sacramento County Special Education Local Plan Areas have an Interagency Agreement outlining the referral process and service delivery to children eligible for services under IDEA.	Director Coordinators	

<p>(c) A program must participate in the development of the IFSP or IEP if requested by the child’s parents, and the implementation of the IFSP or IEP. At a minimum, the program must offer:</p>			
<p>(1) To provide relevant information from its screenings, assessments, and observations to the team developing a child’s IFSP or IEP; and,</p>	<p>Previously completed screenings and assessments can be shared with the IEP team. Teachers may also help by filling out the IEP Preparation Form, questionnaires or answer specific questions from the LEA prior to the meeting.</p>	<p>Teaching Staff Coordinator Resource Teacher Social Worker</p>	
<p>(2) To participate in meetings with the local agency responsible for implementing IDEA to develop or review an IEP or IFSP for a child being considered for Head Start enrollment, a currently enrolled child, or a child transitioning from a program.</p>	<p>Staff are invited to IEPs by parents and/or LEA and attend meetings when possible.</p>	<p>Teaching Staff Coordinator Resource Teacher Social Worker</p>	
<p>SUBPART G — TRANSITION SERVICES</p>			
<p>§1302.70 Transitions from Early Head Start</p>			
<p>(a) Implementing transition strategies and practices. An Early Head Start program must implement strategies and practices to support successful transitions for children and their families transitioning out of Early Head Start.</p>	<p>N/A – program no longer has EHS</p>		
<p>(b) Timing for transitions. To ensure the most appropriate placement and service following participation in Early Head Start, such programs must, at least six months prior to each child’s third birthday, implement transition planning for each child and family that:</p>	<p>N/A – program no longer has EHS</p>		
<p>(1) Takes into account the child’s developmental level and health and disability status, progress made by the child and family while in Early Head Start, current and changing family circumstances and, the availability of Head Start, other public pre-kindergarten, and other early education and child development services in the community</p>	<p>N/A – program no longer has EHS</p>		

that will meet the needs of the child and family; and,			
(2) Transitions the child into Head Start or another program as soon as possible after the child's third birthday but permits the child to remain in Early Head Start for a limited number of additional months following the child's third birthday if necessary for an appropriate transition.	N/A – program no longer has EHS		
(c) Family collaborations. A program must collaborate with parents of Early Head Start children to implement strategies and activities that support successful transitions from Early Head Start and, at a minimum, provide information about the child's progress during the program year and provide strategies for parents to continue their involvement in and advocacy for the education and development of their child.	N/A – program no longer has EHS		
(d) Early Head Start and Head Start collaboration. Early Head Start and Head Start programs must work together to maximize enrollment transitions from Early Head Start to Head Start, consistent with the eligibility provisions in subpart A, and promote successful transitions through collaboration and communication.	N/A – program no longer has EHS		
(e) Transition services for children with an IFSP. A program must provide additional transition services for children with an IFSP, at a minimum, as described in subpart F of this part.	N/A – program no longer has EHS		
§1302.71 Transitions from Head Start to kindergarten			
(a) Implementing transition strategies and practices. A program that serves children who will enter kindergarten in the following year must implement transition strategies to support a successful transition to kindergarten.	Kindergarten-bound children are identified and receive individualized instruction to prepare them for kindergarten.		
(b) Family collaborations for transitions.			

<p>(1) A program must collaborate with parents of enrolled children to implement strategies and activities that will help parents advocate for and promote successful transitions to kindergarten for their children, including their continued involvement in the education and development of their child.</p>	<p>All classrooms provide a kindergarten transition parent meeting. Parents are provided information about SCUSD Open Enrollment and when/how to register for kindergarten.</p>	<p>Coordinators Teachers</p>	<p>Kindergarten transition is ongoing through the school year. There is a strong emphasis during late winter/early spring.</p>
<p>(2) At a minimum, such strategies and activities must:</p>			
<p>(i) Help parents understand their child's progress during Head Start;</p>	<p>A Parent Progress Reports is generated for each DRDP period with student outcomes. These results are shared with parents during parent teacher conferences.</p>	<p>Coordinators Teachers</p>	<p>During parent teacher conferences and virtual home visits. Fall: 11/30 – 12/4 Winter: 3/1 – 3/5 Spring: 6/1 – 6/4</p>
<p>(ii) Help parents understand practices they use to effectively provide academic and social support for their children during their transition to kindergarten and foster their continued involvement in the education of their child;</p>	<p>Parents receive information outlining academic and social readiness for kindergarten throughout the school year. Various modalities are currently in use:</p> <ul style="list-style-type: none"> ✓ Parent teacher conferences (IDP's) ✓ Learning Genie Parent Engagement ✓ Family Partnership process ✓ Notification of Screening Results <p>Teacher office hours</p>	<p>Teachers</p>	<p>On-going September 2020 through June 2021</p>
<p>(iii) Prepare parents to exercise their rights and responsibilities concerning the education of their children in the elementary school setting, including services and supports available to children with disabilities and various options for their child to participate in language instruction educational programs; and,</p>	<p>Parents are provided with department and SCUSD Annual Notification of Parents' and Students' Rights handbooks each year. Parents' Rights are provided at each IEP meeting. Information about language immersion programs in the district are shared.</p>	<p>Coordinator Child Development Specialists</p>	<p>Fall of 2020 and during scheduled IEP meetings.</p>

<p>(iv) Assist parents in the ongoing communication with teachers and other school personnel so that parents can participate in decisions related to their children’s education.</p>	<p>Parents are provided with opportunities throughout the school year to communicate with teachers (i.e. home visits, parent conferences, notification of screening results).</p>	<p>Teachers</p>	<p>During parent teacher conferences and virtual home visits. Fall: 11/30 – 12/4 Winter: 3/1 – 3/5 Spring: 6/1 – 6/4 Teacher office hours throughout the school year.</p>
<p>(c) Community collaborations for transitions. (1) A program must collaborate with local education agencies to support family engagement under section 642(b) (13) of the Act and state departments of education, as appropriate, and kindergarten teachers to implement strategies and activities that promote successful transitions to kindergarten for children, their families, and the elementary school.</p>	<p>When possible, preschool teachers collaborate with kindergarten teachers on campus for children to visit the kindergarten classroom and participate in school meals in the cafeteria.</p>	<p>Teachers</p>	<p>Spring and early summer</p>
<p>(1) At a minimum, such strategies and activities must include:</p>			
<p>(i) Coordination with schools or other appropriate agencies to ensure children’s relevant records are transferred to the school or next placement in which a child will enroll, consistent with privacy requirements in subpart C of part 1303 of this chapter;</p>	<p>Teachers follow end-of-year procedures that involve pulling relevant information from the child’s file. Reg. Center responds as appropriate to all requests for information from site administrator.</p>	<p>Coordinators Teachers</p>	<p>Early summer</p>
<p>(ii) Communication between appropriate staff and their counterparts in the schools to facilitate continuity of learning and development, consistent with privacy requirements in subpart C of part 1303 of this chapter; and,</p>	<p>Parents are encouraged to visit school of enrollment prior to the end of the year and make connections with all relevant staff.</p>	<p>Teachers Parent Advisor</p>	<p>Spring and early summer</p>

<p>(iii) Participation, as possible, for joint training and professional development activities for Head Start and kindergarten teachers and staff.</p>	<p>Teachers have opportunities to collaborate with kindergarten teachers on their school campus. Preschool and kindergarten teachers are invited to attend the Northern California Early Learning Summit in the fall.</p>	<p>Teachers</p>	<p>Fall</p>
<p>(2) A program that does not operate during the summer must collaborate with school districts to determine the availability of summer school programming for children who will be entering kindergarten and work with parents and school districts to enroll children in such programs, as appropriate.</p>			
<p>(d) Learning environment activities. A program must implement strategies and activities in the learning environment that promote successful transitions to kindergarten for enrolled children, and at a minimum, include approaches that familiarize children with the transition to kindergarten and foster confidence about such transition.</p>	<p>Kindergarten-bound children are identified and receive individualized instruction to prepare them for kindergarten. When possible, preschool teachers collaborate with kindergarten teachers on campus for combined activities.</p>	<p>Teachers</p>	<p>Summer</p>
<p>(e) Transition services for children with an IEP. A program must provide additional transition services for children with an IEP, at a minimum, as described in subpart F of this part.</p>	<p>A Transition IEP is held to discuss kindergarten placement.</p>	<p>Special Education Staff</p>	<p>Spring and Summer</p>
<p>§1302.72 Transitions between programs</p>			
<p>(a) For families and children who move out of the community in which they are currently served, including homeless families and foster children, a program must undertake efforts to support effective transitions to other Early Head Start or Head Start programs. If Early Head Start or Head Start is not available, the program should assist the family to identify another early childhood program that meets their needs.</p>	<p>SCUSD has a transition process for all EHS and Head Start children. EHS/HS staff assist families in identifying local HS programs within their community.</p>	<p>Child Development Specialists</p>	
<p>(b) A program that serves children whose families have decided to transition them to other early education programs, including public pre-kindergarten, in the year prior to kindergarten entry</p>	<p>Staff discuss SCUSD Transitional Kindergarten Collaboration as applicable and information is also available on the district website.</p>	<p>Coordinator Child Development Specialists Parent Advisor</p>	

<p>must undertake strategies and activities described in §1302.71(b) and (c)(1) and (2), as practicable and appropriate.</p>			
<p>(c) A migrant or seasonal Head Start program must undertake efforts to support effective transitions to other migrant or seasonal Head Start or, if appropriate, Early Head Start or Head Start programs for families and children moving out of the community in which they are currently served.</p>			
<p>SUBPART H — SERVICES TO ENROLLED PREGNANT WOMEN</p>			
<p>§1302.80 Enrolled pregnant women</p>			
<p>(a) Within 30 days of enrollment, a program must determine whether each enrolled pregnant woman has an ongoing source of continuous, accessible health care – provided by a health care professional that maintains her ongoing health record and is not primarily a source of emergency or urgent care – and, as appropriate, health insurance coverage.</p>			
<p>(b) If an enrolled pregnant woman does not have a source of ongoing care as described in paragraph (a) of this section and, as appropriate, health insurance coverage, a program must, as quickly as possible, facilitate her access to such a source of care that will meet her needs.</p>			
<p>(c) A program must facilitate the ability of all enrolled pregnant women to access comprehensive services through referrals that, at a minimum, include nutritional counseling, food assistance, oral health care, mental health services, substance abuse prevention and treatment, and emergency shelter or transitional housing in cases of domestic violence.</p>			
<p>(d) A program must provide a newborn visit with each mother and baby to offer support and identify family needs. A program must schedule the newborn visit within two weeks after the infant's birth.</p>			

§1302.81 Prenatal and postpartum information, education, and services			
(a) A program must provide enrolled pregnant women, fathers, and partners or other relevant family members the prenatal and postpartum information, education and services that address, as appropriate, fetal development, the importance of nutrition, the risks of alcohol, drugs, and smoking, labor and delivery, postpartum recovery, parental depression, infant care and safe sleep practices, and the benefits of breastfeeding.			
(b) A program must also address needs for appropriate supports for emotional well-being, nurturing and responsive caregiving, and father engagement during pregnancy and early childhood.			
§1302.82 Family partnership services for enrolled pregnant women			
(a) A program must engage enrolled pregnant women and other relevant family members, such as fathers, in the family partnership services as described in §1302.52 and include a specific focus on factors that influence prenatal and postpartum maternal and infant health.			
(b) A program must engage enrolled pregnant women and other relevant family members, such as fathers, in discussions about program options, plan for the infant’s transition to program enrollment, and support the family during the transition process, where appropriate.			
SUBPART I — HUMAN RESOURCES MANAGEMENT			
§1302.90 Personnel policies			
(a) Establishing personnel policies and procedures. A program must establish written personnel policies and procedures that are approved by the governing body and policy council or policy committee and that are available to all staff.	SCUSD Child Development department has a Staff Handbook that includes the policies and procedures that were approved by governing boards. The handbook is available to all staff on line and a copy is printed for each classroom.	Director Coordinator	

(b) Background checks and selection procedures.			
(1) Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following:	SCUSD Child Development complies with this in its entirety through the SCUSD hiring process.	Human Resources	
(i) State or tribal criminal history records, including fingerprint checks; or,	See above		
(ii) Federal Bureau of Investigation criminal history records, including fingerprint checks.	see above		
(2) A program has 90 days after an employee is hired to complete the background check process by obtaining:	see above		
(i) Whichever check listed in paragraph (b)(1) of this section was not obtained prior to the date of hire; and,	see above		
(ii) Child abuse and neglect state registry check, if available.	see above		
(3) A program must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c) (1)(D) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated.	see above		

<p>(4) A program must ensure a newly hired employee, consultant, or contractor does not have unsupervised access to children until the complete background check process described in paragraphs (b)(1) through (3) of this section is complete.</p>	<p>SCUSD employees are not allowed to start until on-boarding process has been completed. On-boarding includes fingerprint and background checks, mandated reporter training and Integrated Pest Management training. HR notifies Child Development when an employee is cleared to start.</p>	<p>Human Resources Coordinator</p>	<p>Prior to employee starting</p>
<p>(5) A program must conduct the complete background check for each employee, consultant, or contractor at least once every five years which must include each of the four checks listed in paragraphs (b)(1) and (2) of this section, and review and make employment decisions based on the information as described in paragraph (b)(3) of this section, unless the program can demonstrate to the responsible HHS official that it has a more stringent system in place that will ensure child safety.</p>	<p>All employee fingerprints are on file per Ed. code with the Department of Justice.</p>		
<p>(6) A program must consider current and former program parents for employment vacancies for which such parents apply and are qualified.</p>	<p>Parents are encouraged to and assisted to apply for position for which they are qualified.</p>	<p>Parent Advisor Coordinator Teachers</p>	
<p>(c) Standards of conduct.</p>			
<p>(1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program’s standards of conduct that:</p>			
<p>(i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children’s well-being and prevent and address challenging behavior;</p>	<p>SCUSD Early Learning and Care provides policies and procedures and ongoing training, monitoring and supervision to ensure that children are in a safe and positive environment.</p>	<p>Director Coordinators Social Worker</p>	<p>Policies and procedures are provided annually. Supervision training is provided a minimum of once a year with follow up trainings scheduled</p>

			as needed. Staff (Coordinators and Facilities Licensing Specialist) monitor classrooms bi-weekly.
(ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:	SCUSD has detailed policies and procedures for child safety and supervision. Annual training is provided for all staff and volunteers. Adult behavior and performance is monitored and evaluated by department coordinators. SCUSD uses the progressive discipline model and is supported by the HR department.	Director Coordinators	Policies and procedures are provided annually. Supervision training is provided a minimum of once a year with follow up trainings scheduled as needed. Staff (Coordinators and Facilities Licensing Specialist) monitor classrooms bi-weekly.
(A) Use corporal punishment;	see above		
(B) Use isolation to discipline a child;	see above		
(C) Bind or tie a child to restrict movement or tape a child's mouth;	see above		
(D) Use or withhold food as a punishment or reward;	see above		
(E) Use toilet learning/training methods that punish, demean, or humiliate a child;	see above		
(F) Use any form of emotional abuse, including public or private	see above		

humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;			
(G) Physically abuse a child;	see above		
(H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,	see above		
(I) Use physical activity or outdoor time as a punishment or reward;	see above		
(iii) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;	SCUSD Early Learning and Care provides policies and procedures and ongoing training, monitoring and supervision to ensure that children are in a safe and positive environment.	Coordinator Social Worker	
(iv) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and,	SCUSD Early Learning and Care provides policies and procedures and ongoing training, monitoring and supervision to ensure that children are in a safe and positive environment.	Coordinator Social Worker	
(v) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.	SCUSD CD provides policies and procedures and ongoing training, monitoring and supervision to ensure that children are in a safe and positive environment.	Coordinator Social Worker	

<p>(2) Personnel policies and procedures must include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.</p>	<p>SCUSD uses the progressive discipline model and is supported by the HR department.</p>		
<p>(d) Communication with dual language learners and their families.</p>			
<p>(1) A program must ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency.</p>	<p>The district MOC center is available to assist with communication and translation services.</p>		
<p>(2) If a majority of children in a class or home-based program speak the same language, at least one class staff member or home visitor must speak such language.</p>	<p>When possible SCUSD staffing reflects the language needs of the classroom.</p>		
<p>§1302.91 Staff qualifications and competency requirements</p>			
<p>(a) Purpose. A program must ensure all staff, consultants, and contractors engaged in the delivery of program services have sufficient knowledge, training and experience, and competencies to fulfill the roles and responsibilities of their positions and to ensure high-quality service delivery in accordance with the program performance standards. A program must provide ongoing training and professional development to support staff in fulfilling their roles and responsibilities.</p>	<p>SCUSD plans professional development opportunities program wide and for individuals.</p>		
<p>(b) Early Head Start or Head Start director. A program must ensure an Early Head Start or Head Start director hired after November 7, 2016, has, at a minimum, a baccalaureate degree and experience in</p>	<p>SCUSD job description exceeds the minimum qualifications.</p>		

supervision of staff, fiscal management, and administration.			
(c) Fiscal officer. A program must assess staffing needs in consideration of the fiscal complexity of the organization and applicable financial management requirements and secure the regularly scheduled or ongoing services of a fiscal officer with sufficient education and experience to meet their needs. A program must ensure a fiscal officer hired after November 7, 2016, is a certified public accountant or has, at a minimum, a baccalaureate degree in accounting, business, fiscal management, or a related field.			
(d) Child and family services management staff qualification requirements.			
(1) Family, health, and disabilities management. A program must ensure staff responsible for management and oversight of family services, health services, and services to children with disabilities hired after November 7, 2016 have, at a minimum, a baccalaureate degree, preferably related to one or more of the disciplines they oversee.	SCUSD job description meets the minimum qualifications.		
(2) Education management. As prescribed in section 648A (a) (2) (B) (i) of the Act, a program must ensure staff and consultants that serve as education managers or coordinators, including those that serve as curriculum specialists, have a baccalaureate or advanced degree in early childhood education or a baccalaureate or advanced degree and equivalent coursework in early childhood education with early education teaching experience.	SCUSD job description meets the minimum qualifications.		
(e) Child and family services staff.			
(1) Early Head Start center-based teacher qualification requirements. As	SCUSD job description exceeds the minimum qualifications.		

<p>prescribed in section 645A (h) of the Act, a program must ensure center-based teachers that provide direct services to infants and toddlers in Early Head Start centers have a minimum of a Child Development Associate (CDA) credential or comparable credential, and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.</p>			
<p>(2) Head Start center-based teacher qualification requirements.</p>			
<p>(i) The Secretary must ensure no less than fifty percent of all Head Start teachers, nationwide, have a baccalaureate degree in child development, early childhood education, or equivalent coursework.</p>	<p>Teachers must have a bachelors and a CA site supervisors permit.</p>		
<p>(ii) As prescribed in section 648A (a) (3) (B) of the Act, a program must ensure all center-based teachers have at least an associate's or bachelor's degree in child development or early childhood education, equivalent coursework, or otherwise meet the requirements of section 648A (a) (3) (B) of the Act.</p>	<p>see above</p>		
<p>(3) Head Start assistant teacher qualification requirements. As prescribed in section 648A (a) (2) (B) (ii) of the Act, a program must ensure Head Start assistant teachers, at a minimum, have a CDA credential or a state-awarded certificate that meets or exceeds the requirements for a CDA credential, are enrolled in a program that will</p>	<p>SCUSD job description exceeds the minimum qualifications.</p>		

<p>lead to an associate or baccalaureate degree or, are enrolled in a CDA credential program to be completed within two years of the time of hire.</p>			
<p>(4) Family child care provider qualification requirements.</p>			
<p>(i) A program must ensure family child care providers have previous early child care experience and, at a minimum, are enrolled in a Family Child Care CDA program or state equivalent, or an associate's or baccalaureate degree program in child development or early childhood education prior to beginning service provision, and for the credential acquire it within eighteen months of beginning to provide services.</p>	<p>N/A</p>		
<p>(ii) By August 1, 2018, a child development specialist, as required for family child care in §1302.23(e), must have, at a minimum, a baccalaureate degree in child development, early childhood education, or a related field.</p>	<p>N/A</p>		
<p>(5) Center-based teachers, assistant teachers, and family child care provider competencies. A program must ensure center-based teachers, assistant teachers, and family child care providers demonstrate competency to provide effective and nurturing teacher-child interactions, plan and implement learning experiences that ensure effective curriculum implementation and use of assessment and promote children's progress across the standards</p>	<p>Staff members are formally evaluated every 2 years.</p>		

<p>described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and applicable state early learning and development standards, including for children with disabilities and dual language learners, as appropriate.</p>			
<p>(6) Home visitors. A program must ensure home visitors providing home-based education services:</p>	<p>N/A</p>		
<p>(i) Have a minimum of a home-based CDA credential or comparable credential, or equivalent coursework as part of an associate's or bachelor's degree; and,</p>			
<p>(ii) Demonstrate competency to plan and implement home-based learning experiences that ensure effective implementation of the home visiting curriculum and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five, including for children with disabilities and dual language learners, as appropriate, and to build respectful, culturally responsive, and trusting relationships with families.</p>			
<p>(7) Family services staff qualification requirements. A program must ensure staff who work directly with families on the family partnership process hired after November 7, 2016, have within eighteen months of hire, at a minimum, a credential or certification in social work, human services, family services, counseling or a related field.</p>	<p>All family service staff hold the appropriate credential and/or certification. Social Workers meet the PPS and licensure requirements to work in a California school setting.</p>		

(8) Health professional qualification requirements.	SCUSD Registered/Credentialed School Nurses job description meet the minimum qualifications.		
(i) A program must ensure health procedures are performed only by a licensed or certified health professional.			
(ii) A program must ensure all mental health consultants are licensed or certified mental health professionals. A program must use mental health consultants with knowledge of and experience in serving young children and their families, if available in the community.			
(iii) A program must use staff or consultants to support nutrition services who are registered dietitians or nutritionists with appropriate qualifications.			
(f) Coaches. A program must ensure coaches providing the services described in 1302.92(c) have a minimum of a baccalaureate degree in early childhood education or a related field.	Staff or consultant who have a minimum of baccalaureate degree in a related field provide instructional support and coaching.		
§1302.92 Training and professional development			
(a) A program must provide to all new staff, consultants, and volunteers an orientation that focuses on, at a minimum, the goals and underlying philosophy of the program and on the ways they are implemented.	All employees attend the district’s New Employee Orientation. New employees and volunteers are provided information about the program’s goals and philosophy.	Human Resources	
(b) A program must establish and implement a systematic approach to staff training and professional development designed to assist staff in acquiring or increasing the knowledge and skills needed to provide high-quality, comprehensive services within the scope of their job responsibilities, and attached to	SCUSD provides professional learning every month covering a variety of topics such as curriculum implementation, safety and supervision, and social emotional learning.	Coordinators	September through June.

academic credit as appropriate. At a minimum, the system must include:			
(1) Staff completing a minimum of 15 clock hours of professional development per year. For teaching staff, such professional development must meet the requirements described in section 648A (a) (5) of the Act.	Over 30 hours of professional development is offered to teachers, instructional aides and support staff.		
(2) Training on methods to handle suspected or known child abuse and neglect cases, that comply with applicable federal, state, local, and tribal laws;	Child abuse reporting is an annual mandated training for all SCUSD employees.	Coordinators Teachers	Fall and ongoing as needed for new employees and retraining
(3) Training for child and family services staff on best practices for implementing family engagement strategies in a systemic way, as described throughout this part;	SCUSD provides professional learning every month covering a variety of topics such as curriculum implementation, safety and supervision, and social emotional learning.	Director Coordinators	September through June
(4) Training for child and family services staff, including staff that work on family services, health, and disabilities, that builds their knowledge, experience, and competencies to improve child and family outcomes; and,	SCUSD provides professional learning every month covering a variety of topics such as curriculum implementation, safety and supervision, and social emotional learning.	Director Coordinators	September through June
(5) Research-based approaches to professional development for education staff, that are focused on effective curricula implementation, knowledge of the content in Head Start Early Learning Outcomes Framework: Ages Birth to Five, partnering with families, supporting children with disabilities and their families, providing effective and nurturing adult-child interactions, supporting dual language learners as appropriate, addressing challenging behaviors, preparing children and families for transitions (as described in subpart G of this part), and use of data to	SCUSD provides professional learning every month covering a variety of topics such as curriculum implementation, safety and supervision, and social emotional learning.	Director Coordinators	September through June

individualize learning experiences to improve outcomes for all children.			
(c) A program must implement a research-based, coordinated coaching strategy for education staff that:			
(1) Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit most from intensive coaching;	Support teams use CLASS data and observation data to outline staff strengths and areas of concern and determine who would benefit from coaching.	Coordinators Instructional Coach	Ongoing September through June
(2) At a minimum, provides opportunities for intensive coaching to those education staff identified through the process in paragraph (c)(1) of this section, including opportunities to be observed and receive feedback and modeling of effective teacher practices directly related to program performance goals;	Identified staff are given the opportunity to receive coaching from appropriate staff or consultant.		
(3) At a minimum, provides opportunities for education staff not identified for intensive coaching through the process in paragraph (c)(1) of this section to receive other forms of research-based professional development aligned with program performance goals;	SCUSD provides professional learning every month covering a variety of topics such as curriculum implementation, safety and supervision, and social emotional learning.	Director Coordinators	September through June
(4) Ensures intensive coaching opportunities for the staff identified through the process in paragraph (c)(1) of this section that:			
(i) Align with the program’s school readiness goals, curricula, and other approaches to professional development;	Coaching topics cover a variety of topics such as curriculum implementation, CLASS strategies or student interactions.		
(ii) Utilize a coach with adequate training and experience in adult learning and in using assessment data to drive coaching	Identified staff are given the opportunity to receive coaching from the Resource Teacher.		

strategies aligned with program performance goals;			
(iii) Provide ongoing communication between the coach, program director, education director, and any other relevant staff; and,	Support Teams, consisting of the Coordinators and Resource Teacher, meet regularly to discuss progress made towards goals and next steps for identified staff.		
(iv) Include clearly articulated goals informed by the program's goals, as described in §1302.102, and a process for achieving those goals; and,			
(5) Establishes policies that ensure assessment results are not used to solely determine punitive actions for staff identified as needing support, without providing time and resources for staff to improve.	Individual CLASS results are used for coaching only.		
(d) If a program needs to develop or significantly adapt their approach to research-based professional development to better meet the training needs of education staff, such that it does not include the requirements in paragraph (c) of this section, the program must partner with external early childhood education professional development experts. A program must assess whether the adaptation adequately supports staff professional development, consistent with the process laid out in subpart J of this part.	SCUSD has an Employee Assistance Program to support the mental health and wellness of its employees.		
§1302.93 Staff health and wellness			
(a) A program must ensure each staff member has an initial health examination and a periodic re-examination as recommended by their health care provider in accordance with state, tribal, or local requirements that include screeners or tests for communicable diseases, as appropriate. The program must ensure staff do not, because of communicable diseases, pose a significant risk to the health or safety	School district procedures support this through the orientation and hiring process. Department employee licensing files are maintained and monitored on a yearly basis. Department procedures ensure an initial health exam and ongoing TB screening and Immunization for each employee.		

<p>of others in the program that cannot be eliminated or reduced by reasonable accommodation, in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.</p>			
<p>(b) A program must make mental health and wellness information available to staff regarding health issues that may affect their job performance, and must provide regularly scheduled opportunities to learn about mental health, wellness, and health education.</p>	<p>SCUSD has an Employee Assistance Program to support the mental health and wellness of its employees.</p>		
<p>§1302.94 Volunteers</p>			
<p>(a) A program must ensure regular volunteers have been screened for appropriate communicable diseases in accordance with state, tribal or local laws. In the absence of state, tribal or local law, the Health Services Advisory Committee must be consulted regarding the need for such screenings.</p>	<p>Policies and procedures are in place that state that only qualified staff may be left alone with children.</p>		
<p>(b) A program must ensure children are never left alone with volunteers.</p>			
<p align="center">SUBPART J — PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT</p>			
<p>§1302.100 Purpose.</p>			
<p>A program must provide management and a process of ongoing monitoring and continuous improvement for achieving program goals that ensures child safety and the delivery of effective, high-quality program services.</p>			
<p>§1302.101 Management system</p>			
<p>(a) Implementation. A program must implement a management system that:</p>			
<p>(1) Ensures a program, fiscal, and human resource management structure that provides effective management and oversight of all program areas and fiduciary responsibilities to enable delivery of high-quality services in all of the program services described in subparts C, D, E, F, G, and H of this part;</p>	<p>Managers are responsible for employee performance and content implementation.</p>		

<p>(2) Provides regular and ongoing supervision to support individual staff professional development and continuous program quality improvement;</p>	<p>Staff are formally evaluated every two years. In addition to the formal evaluation, staff complete an annual Professional Development Plan where staff set goals.</p>		
<p>(3) Ensures budget and staffing patterns that promote continuity of care for all children enrolled, allow sufficient time for staff to participate in appropriate training and professional development, and allow for provision of the full range of services described in subparts C, D, E, F, G, and H of this part; and,</p>	<p>Management and assigned staff meet annually to determine program changes, if necessary to meet the needs of the community.</p>		
<p>(4) Maintains an automated accounting and record keeping system adequate for effective oversight.</p>	<p>SCUSD uses Escape for all accounting and record keeping.</p>	<p>Program Technician</p>	
<p>(b) Coordinated approaches. At the beginning of each program year, and on an ongoing basis throughout the year, a program must design and implement program-wide coordinated approaches that ensure:</p>	<p>SCUSD conducts weekly Leadership Team meetings to coordinate multiple content areas. Additionally, managers meet weekly to monitor and adjust program implementation.</p>		
<p>(1) The training and professional development system, as described in §1302.92, effectively supports the delivery and continuous improvement of high-quality services;</p>	<p>Based on the results of the annual self-assessment professional development is pre planned yet flexible enough to respond to immediate needs.</p>		
<p>(2) The full and effective participation of children who are dual language learners and their families, by:</p>			
<p>(i) Utilizing information from the program’s community assessment about the languages spoken throughout the program service area to anticipate child and family needs;</p>	<p>PIR data is used to plan and staff programs that support dual language learners.</p>	<p>Director Coordinators Parent Advisor</p>	<p>Monthly</p>

<p>(ii) Identifying community resources and establishing ongoing collaborative relationships and partnerships with community organizations consistent with the requirements in §1302.53(a); and,</p>	<p>The program actively identifies and provides community resource to supports with dual language learners and their families.</p>	<p>Director Coordinators Parent Advisor</p>	<p>Monthly</p>
<p>(iii) Systematically and comprehensively addressing child and family needs by facilitating meaningful access to program services, including, at a minimum, curriculum, instruction, staffing, supervision, and family partnerships with bilingual staff, oral language assistance and interpretation, or translation of essential program materials, as appropriate.</p>	<p>Bilingual teaching assistants are placed in class based on need when possible. Bilingual teaching assistants are available to translate during parent/teacher conferences, parent meetings, home visits and classroom instruction. SCUSD translates various documents into multiple languages.</p>	<p>Director Coordinators</p>	<p>Monthly</p>
<p>(3) The full and effective participation of all children with disabilities, including but not limited to children eligible for services under IDEA, by providing services with appropriate facilities, program materials, curriculum, instruction, staffing, supervision, and partnerships, at a minimum, consistent with section 504 of the Rehabilitation Act and the Americans with Disabilities Act; and,</p>	<p>There is a process to identify students with special needs and ongoing meeting with support staff and families to develop necessary accommodations to insure student success.</p>	<p>Coordinators</p>	
<p>(4) The management of program data to effectively support the availability, usability, integrity, and security of data. A program must establish procedures on data management, and have them approved by the governing body and policy council, in areas such as quality of data and effective use and sharing of data, while protecting the privacy of child records in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws.</p>	<p>All hard copies of files are kept in locked drawers. Only authorized staff have access to databases.</p>		

§1302.102 Achieving program goals			
(a) Establishing program goals. A program, in collaboration with the governing body and policy council, must establish goals and measurable objectives that include:			
(1) Strategic long-term goals for ensuring programs are and remain responsive to community needs as identified in their community assessment as described in subpart A of this part;	County-wide 5 year goals are based on self-assessment and community assessment. SCUSD annually updates strategies to meet those goals.		
(2) Goals for the provision of educational, health, nutritional, and family and community engagement program services as described in the program performance standards to further promote the school readiness of enrolled children;	Specific goals are set based on self-assessment results.	Director Coordinator Resource Staff	December through March
(3) School readiness goals that are aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five, state and tribal early learning standards, as appropriate, and requirements and expectations of schools Head Start children will attend, per the requirements of subpart B of part 1304 of this part; and,	Specific goals are set based on self-assessment results.	Director Coordinator Resource Staff	December through March
(4) Effective health and safety practices to ensure children are safe at all times, per the requirements in §§1302.47, 1302.90(b) and (c), 1302.92(c) (1), and 1302.94 and part 1303 subpart F, of this chapter.	Specific goals are set based on self-assessment results.	Director Coordinator Resource Staff	December through March
(b) Monitoring program performance			
(1) Ongoing compliance oversight and correction. In order to ensure effective ongoing oversight and correction, a program must establish and implement a system of ongoing oversight that ensures effective implementation of the program performance standards, including ensuring child safety,	SCUSD has a policy and system for ongoing monitoring in all content areas. Grantee has external monitoring process to ensure compliance with performance standards is met.	Director Coordinator Social Worker Nurse	

and other applicable federal regulations as described in this part, and must:			
(i) Collect and use data to inform this process;	Data is collected and used in various ways to monitor and ensure compliance.		
(ii) Correct quality and compliance issues immediately, or as quickly as possible;	Data is collected and used in various ways to monitor and ensure compliance.		
(iii) Work with the governing body and the policy council to address issues during the ongoing oversight and correction process and during federal oversight; and,	Results of monitoring are shared with PC and School Board along with any corrective action plan.	Director	
(iv) Implement procedures that prevent recurrence of previous quality and compliance issues, including previously identified deficiencies, safety incidents, and audit findings.	Policies and procedures are updated to prevent recurrence of compliance issues.	Director	
(2) Ongoing assessment of program goals. A program must effectively oversee progress towards program goals on an ongoing basis and annually must:	SCUSD conducts an annual self-assessment of program implementation and determines if previous goals have been met. New improvement goals are created. The Leadership Team meets monthly to monitor progress toward meeting these new goals. Results of the self-assessment are shared with School Board, Policy Council, parents and HHS.	Leadership Team: Director, Coordinator, Social Worker, Nurses, Parent Advisory and Child Development Specialist.	
(i) Conduct a self-assessment that uses program data including aggregated child assessment data, and professional development and parent and family engagement data as appropriate, to evaluate the program's progress towards meeting goals established under paragraph (a) of this section, compliance with program performance standards			

throughout the program year, and the effectiveness of the professional development and family engagement systems in promoting school readiness;			
(ii) Communicate and collaborate with the governing body and policy council, program staff, and parents of enrolled children when conducting the annual self-assessment; and,	PC members are invited to be a part of the self-assessment process.		
(iii) Submit findings of the self-assessment, including information listed in paragraph (b) (2) (i) of this section to the responsible HHS official.	Self-assessment findings are included in our annual grant application submitted to our grantee.		
(c) Using data for continuous improvement.			
(1) A program must implement a process for using data to identify program strengths and needs, develop and implement plans that address program needs, and continually evaluate compliance with program performance standards and progress towards achieving program goals described in paragraph (a) of this section.	PIR and child/family outcomes data is used to plan set program goals.		
(2) This process must:			
(i) Ensure data is aggregated, analyzed and compared in such a way to assist agencies in identifying risks and informing strategies for continuous improvement in all program service areas;	Data from self-assessment is aggregated to create the Program Improvement Plan.		
(ii) Ensure child-level assessment data is aggregated and analyzed at least three times a year, including for sub-groups, such as dual language learners and children	DRDP data is collected and analyzed three times a year to drive program and instructional decisions. Data includes all significant sub groups. Teachers analyze classroom and individual student DRDP data and use the results to drive instructional planning.	Director Coordinator Teachers	

<p>with disabilities, as appropriate, except in programs operating fewer than 90 days, and used with other program data described in paragraph (c)(2)(iv) of this section to direct continuous improvement related to curriculum choice and implementation, teaching practices, professional development, program design and other program decisions, including changing or targeting scope of services; and,</p>			
<p>(iii) For programs operating fewer than 90 days, ensures child assessment data is aggregated and analyzed at least twice during the program operating period, including for subgroups, such as dual language learners and children with disabilities, as appropriate, and used with other program data described in paragraph (c)(2)(iv) of this section to direct continuous improvement related to curriculum choice and implementation, teaching practices, professional development, program design and other program decisions, including changing or targeting scope of services;</p>	<p>NA</p>		
<p>(iv) Use information from ongoing monitoring and the annual self-assessment, and program data on teaching practice, staffing and professional development, child-level assessments, family needs assessments, and comprehensive services, to identify program needs,</p>	<p>Information gather through the self-assessment process is used to develop professional learning and update procedures.</p>		

	and develop and implement plans for program improvement; and,			
	(v) Use program improvement plans as needed to strengthen or adjust content and strategies for professional development, change program scope and services, refine school readiness and other program goals, and adapt strategies to better address the needs of sub-groups.	Program Improvement Plan is created annually and updated when progress is made or completion of task.		
(d)	Reporting.			
(1)	A program must submit:			
	(i) Status reports, determined by ongoing oversight data, to the governing body and policy council, at least semi-annually;	Monthly status reports given to School Board and PC on a monthly basis.	Director	
	(ii) Reports, as appropriate, to the responsible HHS official immediately or as soon as practicable, related to any significant incidents affecting the health and safety of program participants, circumstances affecting the financial viability of the program, breaches of personally identifiable information, or program involvement in legal proceedings, any matter for which notification or a report to state, tribal, or local authorities is required by applicable law, including at a minimum:	All significant issues are reported to Grantee as soon as possible who then notifies responsible HHS official.	Coordinator Director	
	(A) Any reports regarding agency staff or volunteer compliance with federal, state, tribal, or local laws addressing child abuse and neglect or laws governing sex offenders;	All significant issues are reported to Grantee as soon as possible who then notifies responsible HHS official.	Coordinator Director	

(B) Incidents that require classrooms or centers to be closed for any reason;	All significant issues are reported to Grantee as soon as possible who then notifies responsible HHS official.	Coordinator Director	
(C) Legal proceedings by any party that are directly related to program operations; and,	All significant issues are reported to Grantee as soon as possible who then notifies responsible HHS official.	Coordinator Director	
(D) All conditions required to be reported under §1304.12, including disqualification from the Child and Adult Care Food Program (CACFP) and license revocation.	All significant issues are reported to Grantee as soon as possible who then notifies responsible HHS official.	Coordinator Director	
(2) Annually, a program must publish and disseminate a report that complies with section 644(a)(2) of the Act and includes a summary of a program’s most recent community assessment, as described in §1302.11(b), consistent with privacy protections in subpart C of part 1303 of this chapter.	Grantee conducts a Community Needs Assessment. Results are shared with delegates and families.	Grantee	
(3) If a program has had a deficiency identified, it must submit, to the responsible HHS official, a quality improvement plan as required in section 641A(e)(2) of the Act.	Grantee reports any deficiency to the responsible HHS official.	Grantee	
§1302.103 Implementation of program performance standards			
(a) A current program at of November 7, 2016, must implement a program-wide approach for the effective and timely implementation of the changes to the program performance standards, including the purchase of materials and allocation of staff time, as appropriate.	Service area plans are updated to reflect new performance standards.	Coordinator Director	
(b) A program’s approach to implement the changes included in parts 1301 through 1304 of this chapter must ensure adequate preparation for effective and timely service delivery to children and their families including, at a minimum, review of community assessment data to determine the most			

<p>appropriate strategy for implementing required program changes, including assessing any changes in the number of children who can be served, as necessary, the purchase of and training on any curriculum, assessment, or other materials, as needed, assessment of program-wide professional development needs, assessment of staffing patterns, the development of coordinated approaches described in §1302.101(b), and the development of appropriate protections for data sharing; and children enrolled in the program on November 7, 2016 are not displaced during a program year and that children leaving Early Head Start or Head Start at the end of the program year following November 7, 2016 as a result of any slot reductions received services described in §§1302.70 and 1302.72 to facilitate successful transitions to other programs.</p>			
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EXHIBIT H

HEAD START TOBACCO FREE POLICY

TOBACCO-FREE POLICY
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
HEAD START

A. Preamble

The Administration for Children and Families (ACF) Program Instruction #ACYF-PI-HS-95-04, requires all SETA Head Start grantees and delegate agencies to establish a smoke-free environment in SETA Head Start programs for children and adults.

B. Rationale

There is considerable evidence that environmental tobacco smoke is harmful to children and adults. Smokeless tobacco is also known to increase the risk of oral cancer and other health problems. SETA Head Start has the mission to promote the healthy development of the children, the families it serves and staff. The tobacco-free policy will place SETA Head Start at the forefront of advocacy and best practice in promoting the healthy development of young children and adults.

C. Policy Statement

It is the policy of the Sacramento Employment and Training Agency (SETA) Head Start to provide a tobacco-free environment for children and adults. This policy applies to the use of any tobacco product by employees and non-employee participants. The successful implementation of this policy will depend on the thoughtfulness, consideration, and cooperation of smokers and non-smokers. All individuals on SETA Head Start premises share in the responsibility of adhering to and enforcing this policy.

D. Applicable State Law and Local Ordinances

State law applies to licensed daycare centers. County and City ordinances apply to SETA Head Start facilities that are not daycare centers. Because SETA Head Start counsel has advised that State law imposes criminal sanctions and appears to be highly restrictive in spirit, SETA Head Start has adopted a highly restrictive policy with respect to smoking at daycare centers.

E. Description of Policy

1. There will be no tobacco use on the premises of any SETA Head Start center at any time, including classrooms, playgrounds, parking lots, parking spaces, and also inside any vehicle on the premises.
2. There will be no tobacco use inside SETA Head Start administrative offices

buildings. Administrative offices located on school district properties must follow the tobacco-free policy of the district if more restrictive policies are in place. To protect the health of those who enter and leave the building at the Del Paso building and to role model and promote healthy lifestyles and optimal wellbeing, tobacco use shall be confined to areas outside the doors located toward the rear of the North and South parking lots and on the picnic areas.

3. There will be no tobacco use in SETA Head Start vehicles. There will be no smoking in personal vehicles used to transport children when occupied by children.
4. There will be no tobacco use by staff, parents, volunteers, and interns when children are present during indoor functions and events that are deemed Head Start related.
5. SETA Head Start's tobacco-free policy shall apply to all off-site events and functions including but not limited to:
 - During off-site indoor activities, the designated tobacco use area shall be outside the building and out of sight of the children at least 20 feet away from the main entrance of the building.
 - During off-site outdoor functions, the designated smoking area will be out of sight of the children and at least 100 feet away from the activity area.
 - The staff person in charge will be responsible for designating the tobacco use area and informing those in attendance.
6. There will be no tobacco use by staff during home visits. Staff may request that parents not use tobacco during home visits. Parents will be informed of the tobacco-free policy during enrollment and will receive appropriately written literature as well. This applies to both center based and home based enrollments.

B. Procedure

1. Staff will be informed of this policy through an initial memo prior to policy implementation, through signs posted in SETA Head Start facilities and vehicles, the Procedures Manual, at orientation and training provided by their supervisors.
2. Parents and volunteers will be informed through the following methods:
 - a) The policy will be stated in the SETA Head Start Parent Handbook.
 - b) Positive tobacco-free signs will be posted in SETA Head Start facilities and vehicles.
 - c) Positive tobacco-free signs will be posted on parent bulletin boards on the

effective date of the policy.

- d) Announcements will be made during parent orientations, parent workshops, policy council training, and other appropriate gatherings.
 - e) Explanations of the policy will be attached to the field trip and home visit notifications.
 - f) Other communication mechanisms will be used as deemed appropriate by the Director.
3. The SETA Health Coordinators will assist staff and parents who desire to quit smoking by facilitating access to smoking cessation programs and materials.
 4. Educational materials regarding the effects of smoking, environmental tobacco smoke, and smokeless tobacco will be provided to staff and parents that are culturally sensitive and appropriately written.
 5. Educational, developmentally appropriate, and culturally-based materials will be provided to the sites for staff implementation of the curriculum for children.

EXHIBIT I
POLICY ON ADVANCES

POLICY ON ADVANCES

When contracting with organizations that demonstrate the willingness and ability to limit advanced funds to the actual immediate disbursement needs in carrying out delegate's Head Start-funded program, SETA will, based on the financial need of the organization:

Advance up to 1/8 or 12.5% of the total agreement amount, subject to the following conditions:

- (A) The request for advance, addressed to the SETA Fiscal Department Chief, must be in writing explaining the subgrantee's/delegate's financial need;
- (B) Subgrantee/delegate must have established an acceptable accounting system;
- (C) Subgrantee/delegate must provide SETA with an annual audit, unless waived, in writing, by SETA's Fiscal Department Chief;
- (D) Subgrantee/delegate must provide required monthly fiscal reports and required programmatic reports in a timely manner;
- (E) Advances will be reduced to zero during the last three (3) months of the subgrant/agreement term.

Advances will not be provided to governmental entities (includes school districts).

EXHIBIT J

**FIXED ASSETS, INFORMATION TECHNOLOGY
AND LOW-VALUE INVENTORY POLICIES AND
PROCEDURES**

SACRAMENTO EMPLOYMENT & TRAINING AGENCY
FIXED ASSETS, INFORMATION TECHNOLOGY AND LOW-VALUE INVENTORY
POLICIES AND PROCEDURES

BACKGROUND

The following Agency Fixed Assets and Low-value Inventory Policy was approved by the Sacramento Employment & Training Agency (“SETA”) Governing Board on August 6, 2015 and supersedes the Fixed Assets Policy previously adopted on April 6, 2000. This policy applies to all programs funded by SETA.

DEFINITIONS

General Fixed Assets: All equipment (non-expendable personal property) with an acquisition cost of \$5,000.00 or more per unit and a useful life of more than one year that is purchased with funds distributed by SETA.

Information Technology (purchase with WIOA funds): The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period with WIOA funds.

Low-value Inventory: All computer hardware and expendable property of a sensitive nature (subject to loss or theft due to its size) such as photocopiers, printers, and video cameras costing in excess of \$3,000.00, but less than \$5,000.00. All Low-value Inventory shall be considered to have a useful life of five years for purposes of this policy.

Covered Equipment: Any and all General Fixed Assets, Information Technology and/or Low-value Inventory. The cost of Covered Equipment includes: the purchase price less discounts plus freight charges; sales, use and transportation taxes; and installation charges.

PRIOR APPROVAL OF FIXED ASSETS AND INFORMATION TECHNOLOGY

Expenditures for fixed assets and information technology (WIOA funds) shall be approved by SETA and/or grantor prior to the purchase of such fixed assets by subrecipient/delegate agency. Subrecipient/delegate agency shall obtain written approval of SETA and/or grantor prior to purchasing the fixed assets and information technology. For fixed assets purchase using Head Start funds, if fixed assets are approved in the annual budget, no further approvals are required.

INVENTORY OF FIXED ASSETS AND LOW-VALUE INVENTORY

All Covered Equipment will be inventoried and monitored by SETA. A physical property inventory must be taken and reconciled with the property records at least once

every two years. Replacement, transfer, tagging and disposal of any Covered Equipment shall be consistent with the following procedures.

REPLACEMENT OF COVERED EQUIPMENT

When the status of Covered Equipment is reported after the annual physical inventory, the subrecipient/delegate agency that cannot locate items of Covered Equipment assigned to it shall provide to SETA (from non-SETA sources) funds equal to the replacement value of the Covered Equipment not located.

TRANSFER OF COVERED EQUIPMENT

The subrecipient/delegate agency that receives Covered Equipment from SETA will be solely responsible for the pickup and return of such equipment to SETA. In addition, all Covered Equipment must be returned when the program operator is no longer funded by SETA.

TAGGING OF COVERED EQUIPMENT

Every purchase made with SETA funds will be processed through SETA's Fiscal Division. Each program operator must be aware that in some instances prior federal and/or state approval is necessary. The monthly fiscal claim should be accompanied by an itemized listing of Covered Equipment purchases with a copy of the invoice for each item. The listing should provide the date of acquisition, cost, serial number, and location of the Covered Equipment. SETA Fiscal will then arrange for tagging the Covered Equipment.

DISPOSITION OF COVERED EQUIPMENT

Disposition of Covered Equipment will be made in accordance with OMB Uniform Guidance (2 CFR Part 200) and applicable implementing regulations by federal funding source. Subrecipient/delegate agency shall also take reasonable measures to safeguard protected personally identifiable information from the Covered Equipment in accordance to OMB Uniform Guidance (2 CFR Part 200.82 and 200.203(e)). Covered Equipment determined to be non-usable by SETA may be sent to the County General Services for disposition. Proceeds received from disposition will be retained by SETA for future program services, as applicable to each funding source.

If it is determined that the cost of moving the non-usable Covered Equipment will exceed the potential sale proceeds from disposition, SETA may perform disposition procedure on site. In addition, any Low-value Inventory that has exceeded its useful life may be disposed of on site. If any Covered Equipment is disposed of on site, the Program Operator shall continue to use such equipment in its SETA-funded program or, if such equipment is disposed of for value, the proceeds shall be considered to be Program Income and shall be accounted for as provided in the subgrant or delegate agreement.

EXHIBIT K

**DAVIS-BACON ACT
CONTRACT PROVISIONS**

DAVIS-BACON ACT CONTRACT PROVISIONS

The Davis-Bacon Act (Title 40 United States Code §3141, et seq.) and the regulations adopted thereunder by the U.S. Department of Labor (Title 29 Code of Federal Regulations §5.5) require all construction contracts for more than Two thousand Dollars (\$2,000) which are federally funded or federally assisted to include the following standard contract clauses, which are hereby made a part of this Construction Agreement:

“Sec. 5.5 Contract Provisions and Related Matters.

(a) The Agency Head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor):

(1) *Minimum Wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification

for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the

contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years

thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under §Sec. 5.5(a)(3)(i) of the Regulations at 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of the Regulations at 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations at 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write in name of agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees.*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as

to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid

not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal Employment Opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) *Compliance with Copeland Act Requirements.*

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower- tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act Requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.*

The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5 (a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.*

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.*

In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

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The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

To assist with understanding the above required contract provisions, the definitions found at 29 CFR Section 5.2 are provided as follows:

“§5.2 Definitions.

(a) The term “Secretary” includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(b) The term “Administrator” means the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

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(c) The term “Federal agency” means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in §5.1.

(d) The term “Agency Head” means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.

(e) The term “Contracting Officer” means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.

(f) The term “labor standards” as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in §5.1, and the regulations in Parts 1 and 3 of this subtitle and this part.

(g) The term “United States or the District of Columbia” means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia including corporations all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including non-appropriated fund instrumentalities.

(h) The term “contract” means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in §5.1 and any subcontract of any tier thereunder, let under the prime contract. A state or local government is not regarded as a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, state and local recipients of federal aid must pay these employees according to Davis-Bacon Act standards.

(i) The terms “building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a federal or state agency acquires title to such materials, articles, supplies, or equipment during the course of manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a “building” or “work” within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or

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work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms “construction, prosecution, completion, or repair” mean the following:

(1) All types of work done on a particular building or work at a facility which is dedicated to and deemed a part of the site of the work within the meaning of section 5.2(l) of this part by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937 and the Housing Act of 1949, all work done in the construction or development of the project), including without limitation -

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937 and the Housing Act of 1949, in construction or development of the project); and

(iv) Transportation between the actual construction location and a facility which is dedicated to such construction and deemed a part of the site of the work within the meaning of §5.2(l) of this part.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937 and the Housing Act of 1949, and except as provided in paragraph (j)(1)(iv) of this section, the transportation of materials or supplies to or from the building or work by employees of the construction contractor or a construction subcontractor is not “construction” (etc.) (See *Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.)*, 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term “public building” or “public work” includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

(l) The term “site of the work” is defined as follows:

(1) The “site of the work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and, as discussed in paragraph (i) of this section, other adjacent or nearby property used by the contractor or subcontractor in such construction which can reasonably be said to be included in the “site”.

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(2) Except as provided in paragraph (i) of this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., are part of the “site of the work” provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

(3) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, and tool yards of a contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular federal or federally-assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site, are not included in the “site of the work”. Such permanent, previously established facilities, are not a part of the “site of the work”, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term “laborer” or “mechanic” includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term “laborer” or “mechanic” includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in Part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of Part 541, are laborers and mechanics for the time so spent.

(n) The terms “apprentice” and “trainee” are defined as follows:

(1) “Apprentice” means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) “Trainee” means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

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(3) These provisions do not apply to “apprentices” and “trainees” employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is “employed” regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term “wages” means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other federal, state, or local law.

(q) The term “wage determination” includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of §1.6 of this title.”

EXHIBIT L
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

The following insurance requirements shall be applicable to all subgrantees, contractors and delegate agencies doing business with the Sacramento Employment and Training Agency (“SETA”) to the extent that such requirements appear in, or are incorporated into, the subgrant, contract or delegate agreement. For purposes of these insurance requirements, the term “DELEGATE” shall include any subgrantee, contractor or delegate agency of SETA, and the term “AGREEMENT” shall include any subgrant, contract or delegate agreement to which these insurance requirements are attached.

1. Fidelity and Depositors’ Forgery Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for fidelity and depositors' forgery coverages, with a carrier satisfactory to SETA, against loss due to any personnel of DELEGATE handling funds or fiscally significant documents received from or submitted to SETA under the AGREEMENT. Said insurance coverages shall be in an amount not less than (a) the amount of the AGREEMENT if less than Twenty-Five Thousand Dollars (\$25,000); or, (b) Twenty-Five Thousand Dollars (\$25,000) or twenty percent (20%) of the total amount of the AGREEMENT, whichever is greater. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after fifteen (15) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; and, (b) name SETA as a loss payee as its interest may appear.

2. Property Insurance

If, under the terms of the AGREEMENT, DELEGATE shall purchase, rent, lease, be loaned, or have legal possession of and be legally liable for any federal, state, or SETA-owned real or personal property, DELEGATE shall insure such property, with a carrier satisfactory to SETA, with a policy or policies of property insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as “all risks”, as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full One Hundred Percent (100%) insurable replacement cost of the property. Said

insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

3. Commercial General Liability/Incidental Medical Malpractice/Vehicle Liability

Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for commercial general liability, incidental medical malpractice and commercial vehicle liability coverage which shall include owned, hired, and non-owned vehicles, with a carrier satisfactory to SETA. Said policy must be written on an occurrence-type policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises; operations; independent contractors; incidental medical malpractice and garage keepers liability as appropriate given the nature of DELEGATE's business; personal injury and advertising injury; products-completed operations; and, liability assumed under an insured contract. Claims-made policies are not acceptable. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, directors, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage. If DELEGATE transports children in any manner in its SETA-funded program, DELEGATE shall maintain, or require its transportation contractor to maintain, liability insurance in a form and amount satisfactory to SETA. Prior to transporting any children, DELEGATE shall provide written notice to SETA that it intends to transport children and shall obtain the insurance coverage and required documentation as determined by SETA.

4. Sexual Abuse Liability Insurance

If applicable, DELEGATE shall maintain Sexual Abuse liability coverage at limits no less than One Million Dollars (\$1,000,000) per occurrence. Such coverage may be written on a stand alone basis or made part of the DELEGATE's Commercial Liability Insurance. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence.

5. Workers Compensation

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for workers compensation, issued by an insurance carrier licensed to underwrite workers compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to the AGREEMENT who are currently eligible for coverage under existing workers compensation laws and regulations. Where participants are not covered under a state's workers' compensation law, they shall be provided with adequate accident medical insurance for work-related activities. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

6. Employment Practices Liability

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for employment practices liability which shall include third-party employment practices liability coverage. Said insurance coverages must be written on a claims-made type policy form for not less than One Million Dollars (\$1,000,000,000) per claim.

Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

7. Accident Medical Insurance

Children and volunteers shall be provided with adequate accident medical insurance. Said insurance shall cover medical costs and health benefits for accidents (a) occurring on-site during the time they are required to be therein and thereon by reason of attendance at the Head Start site on any regular program day; (b) while attending or participating in a regularly scheduled program activity approved and supervised by proper authority of the program; and, (c) while traveling directly to and from such regularly scheduled and approved program activity with children enrolled in the program as a group, provided such group is at the time under the supervision of proper authority of the program. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

8. Professional Liability Insurance

If, under the terms of the AGREEMENT, DELEGATE employs or retains professional staff (including, but not limited to, nurses, psychologists, health care professionals, accountants or attorneys), DELEGATE shall maintain, for the term of the AGREEMENT, professional liability insurance covering such professionals with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Said insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply;

9. Provision of Insurance Documents

Prior to execution, commencement of performance and/or disbursement of any funds, DELEGATE's insurer(s) shall provide to SETA, policy declarations page for all required insurance coverages, and certificates of insurance and applicable

endorsements issued by DELEGATE's insurance carrier(s), for all required insurance coverage in amounts not less than those specified in the required coverages provided herein or otherwise required by SETA. In addition, prior to DELEGATE's purchase, possession, rental, leasing, loan, or legal possession of any federal, state, or SETA-owned property, DELEGATE's insurer(s) shall provide to SETA certificate(s) of insurance, and applicable endorsements issued by DELEGATE's insurance carrier(s), for property coverages. In the event said insurance coverages expire at any time or times during the term of the AGREEMENT, DELEGATE agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the AGREEMENT. New certificates of insurance are subject to review for content and form by SETA.

10. Deductibles or Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by SETA. In the sole discretion of SETA, SETA may require DELEGATE to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, directors, employees and volunteers. DELEGATE acknowledges that no SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

11. Additional Coverage

SETA reserves the right to require DELEGATE to obtain additional insurance coverage should SETA determine, in its sole discretion, that the program activities require additional coverage.

12. Changes in Coverage

If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, DELEGATE shall immediately notify SETA. In that event, SETA shall not make any further disbursements to DELEGATE and may require the return of any cash advance made to DELEGATE until SETA is satisfied that the coverage initially approved by SETA has been reinstated. In addition, SETA may suspend performance of DELEGATE's program and/or may suspend or disallow payment to DELEGATE or may terminate the AGREEMENT.

13. Deviations from Requirements

Any deviations from these requirements may be approved in advance by the Executive Director, or designee, provided that one or more of the following findings is made and documented in the contract file to which the deviation pertains:

- (1) The scope of work does not raise any risk that will be provided in certain coverages; or
- (2) The coverage or endorsement is not readily available in the marketplace.

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**POLICY ON CONFIDENTIALITY OF
PARTICIPANT RECORDS**

**POLICY ON CONFIDENTIALITY OF PARTICIPANT RECORDS
SACRAMENTO EMPLOYMENT & TRAINING AGENCY**

It is the policy of SETA to ensure confidentiality of all participant records and to assure compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974, as amended. In order to implement this Policy on Confidentiality of Participant Records (the "Policy"), this statement outlines the standards which must be followed by all SETA employees, as well as all staff and Board Members of all SETA-funded programs.

Participant records, for purposes of this Policy, are defined to be those records concerning individual participants that SETA or the Program Operator is required to prepare, maintain, or submit pursuant to governmental regulations and, where applicable, a Program Operator Agreement with SETA, and the information contained therein.

Program Operator, for purposes of this Policy, is defined to include all agencies operating programs who are recipients of SETA funding, whether as a subgrantee, contractor, delegate agency or other recipient.

OWNERSHIP

All participant records are the property of SETA and shall revert to SETA at the termination of a Program Operator's funding. Program Operators are only the custodians of participant records and shall ensure the confidentiality of the records in their possession on behalf of SETA. Retention of all records, including participant records, is controlled by various federal and state laws and regulations, as well as SETA policies, subcontracts and subgrants. Nothing herein shall be interpreted as requiring retention of participant records by SETA or a Program Operator beyond the time period specified in any controlling statute, regulation, subcontract or subgrant.

ACCESS

- I. Those persons that may have possession of participant records include only:
 - a. Specific program staff designated by the Program Operator; and
 - b. Those persons designated by SETA.

- II. The only persons who may review the participant records, in addition to those specified in I, are SETA-authorized public and/or private auditors.

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III. Access by any persons to participant records shall be in a manner consistent with governmental regulations and, where applicable, the terms of the Program Operator Agreement between SETA and the Program Operator. If Program Operator is an educational agency or institution, access to a participant's personally identifiable information from the student's education records may only be permitted if the student has signed a written consent authorizing release of the education records to the recipient.

IV. Unless otherwise specifically provided for in this Policy, or mandated by state or federal law or administrative regulations, no other person, group, agency, or institution shall have access to participant records.

DISSEMINATION OF INFORMATION

Neither SETA employees nor any Program Operator shall disseminate any information derived from participant records, without prior written approval from SETA, except in the following instances:

a. Delivery of records to SETA pursuant to the terms of the Program Operator Agreement or to comply with the rules, regulations, and conditions established by the federal or state government and/or the SETA Governing Board;

b. Delivery to an entity specifically designated in a release of information form signed by the subject participant authorizing such dissemination. In cases where the subject participant is a minor (i.e. Head Start enrollees) the release of information form must be signed by the minor's parent or guardian; or

c. Upon request of authorized SETA auditors and staff.

PARTICIPANT ACCESS TO HIS/HER OWN RECORDS

I. All participants shall have an absolute right, which may not be abridged in any manner whatsoever, to review and obtain copies of his/her own records.

II. The participant may request to review his/her records at any reasonable time, during normal working hours and that request shall be granted without exception. If the participant wishes a copy of his/her records, a copy of such records shall be provided within five (5) working days after the request, upon payment of an optional fee not to exceed twenty-five cents (.25¢) per page.

III. For any records in the possession of SETA, a participant must communicate in writing, his/her request to review his/her records. Such a request shall be granted within five (5) working days at a reasonable time during working hours. If a

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participant wishes a copy of his/her records, such request shall be communicated in writing and such request shall be granted within five (5) working days at a cost not to exceed twenty-five cents (.25¢) per page.

IV. If a participant believes there is an error in his/her records, such participant shall be allowed to indicate the error and to request, in writing, a change in the record, and any such request shall be inserted into the records maintained by both the Program Operator and SETA, and the change made if the records are inaccurate.

**REQUEST FOR RECORDS UNDER THE PUBLIC RECORDS ACT AND/OR
THE FEDERAL FREEDOM OF INFORMATION ACT**

Generally, information regarding personnel data on program participants is confidential and cannot be released by either SETA staff or a Program Operator.

With respect to participant information concerning participants who are TANF recipients (which would include all CalWORKs recipients, all Refugee Targeted Assistance participants and certain welfare referral participants of other SETA programs), all participant information is absolutely confidential and cannot be disclosed to any individual pursuant to Welfare and Institutions Code Section 10850.

Both the Public Records Act and the Freedom of Information Act preclude disclosure of personnel information and similar information unless the need for the information clearly outweighs the individual's right to privacy. In such situations, a determination must be made on a case-by-case basis whether the disclosure of the information would constitute an unwarranted invasion of personal privacy. Thus, a blanket decision to never release any participant records, in order to protect all of the participants' privacy, would be erroneous. Also, generally speaking, it is probably appropriate, upon request, to disclose the name, position and salary of a participant, unless the participant is a welfare recipient, as noted above. Although, as further noted above, each case should be reviewed on a case-by-case basis to weigh the relative interests involved, it is generally suggested that before any information other than the name, position and salary of a participant is released, that an attempt should be made to obtain the permission of the participant for the release of the information. Protection of the participant's right to privacy is significantly important enough to consider the participant's right to confidentiality in the information prior to disclosing it to third parties.

Because a decision not to release information requested pursuant to the Freedom of Information and Public Records Acts can be challenged in court, it is appropriate to obtain legal advice with respect to a request for any information in which the participant has a right to privacy. Thus, SETA staff should bring to the attention of the Executive Director any requests for such information and Program Operators are encouraged to seek independent legal advice before responding to such requests.

SUBPOENA OF RECORDS

When any SETA employee or any Program Operator is served with a Subpoena requesting information regarding a participant, the following procedures should be followed:

1. Forward immediate written notice (see attachment) to the participant or the participant's attorney of record stating that a Subpoena has been served and will be complied with within the appropriate time, unless a Court Order is served upon the agency prior to that date, ordering the agency not to release the information. All SETA employees and all Program Operators shall also notify the SETA Executive Director immediately after receiving a Subpoena.

2. If no Court Order is served within the period set forth, the Subpoena should be complied with by either forwarding the records requested or, if necessary, making a personal appearance pursuant to the Subpoena in order to provide the records.

3. If at any time a SETA employee or a Program Operator has concerns regarding a Subpoena or if the Subpoena has not provided adequate time for notification of the participant, the SETA Executive Director should be contacted prior to any action being taken.

4. Any Program Operator or individual served with a Subpoena is entitled to compensation for the costs of providing these records. Payment may be requested in advance for release of records or a statement may be forwarded with the records. A fee should be set in accordance with fees charged any individual requesting documents or records.

5. Each Program Operator should designate one or more individuals as "Custodian of the Records", to be responsible for compliance with Subpoena requests. If a Subpoena is personally served upon the Custodian of Records, this Custodian should be instructed to immediately request witness fees from the process server. All funds received become the property of the Program Operator served.

DOCUMENTATION FOR REQUEST OF INFORMATION

All SETA Department Chiefs and all Program Operators should maintain a current file on all requests for information regarding program participants. Each request should be documented.

1. Documentation should include what information was requested, by whom, for what reason and what information was provided.
2. Documentation should also be made for information that was denied.

IT IS THE RESPONSIBILITY OF ALL SETA EMPLOYEES AND ALL PROGRAM OPERATORS TO ASSURE THAT THIS POLICY IS FOLLOWED. ANY DEVIATION IS GROUNDS FOR DISCIPLINARY ACTION AGAINST AN EMPLOYEE AND TERMINATION OF ANY APPLICABLE PROGRAM OPERATOR AGREEMENT.

DATE: _____

TO: (Participant or Participant's Attorney)

Dear _____:

Please be advised that on _____ (date), the _____ (name of SETA-funded program)

_____ was served with a Subpoena from _____ (party serving the Subpoena) in the matter of _____ (case name) requesting that the following records of _____ (name of participant)

_____ be produced:

(Here recite language from Subpoena identifying records sought)

This letter serves to notify you that unless the undersigned is served with a Court Order quashing the Subpoena or otherwise prohibiting production of the above documents, all materials will be forwarded pursuant to the Subpoena on _____ (date).

Very truly yours,

Custodian of the Records for
(Name of SETA-funded Agency)

EXHIBIT N
HIV/AIDS POLICY

HIV/AIDS POLICY

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

HEAD START

A. Policy Statement

The physical and emotional health and safety of all employees, parents, children, and volunteers, is a prime SETA Head Start priority. This policy regarding Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS) is adopted to ensure that the highest level of quality service and safety is maintained. All aspects of this policy are of paramount importance and shall be periodically reviewed by all Head Start employees.

B. Confidentiality

Information regarding the health and medical condition of HIV infected persons and persons with AIDS, including children, is confidential information under Federal and State law. The unauthorized disclosure of information regarding the known or suspected HIV or AIDS status of any individual is prohibited by law. Disclosure regarding the known or suspected HIV or AIDS status of any child is unlawful in the absence of explicit written permission of the child's parent or guardian. Employees violating the confidentiality protection shall be subject to civil penalties as well as discipline under the Head Start Personnel Policies. Any violations of confidentiality must be reported to the Delegate Agency Director or Health Coordinator.

If explicit written permission regarding disclosure of HIV or AIDS status is provided, Head Start shall disclose the information to the fewest number of individuals necessary to effectively implement a plan for care. The team identified to work with the individual with HIV or AIDS shall include the Head Start Director or designee, the Head Start Delegate Director or designee, and the Head Start Health Coordinator. Documents containing explicit written permission to disclose shall be kept in a separate confidential file by the Health Coordinator/Delegate Agency Director. No additional copies of the document shall be made.

C. Nondiscrimination

It shall be the policy of Head Start that individuals identified as having been infected by the HIV virus or persons with AIDS, including children, shall not be discriminated against. Head Start employees shall fully comply with Recommendations Concerning Enrollment as set forth in the Head Start Bureau Information Memorandum, promulgated by the U.S. Department of Health & Human Services, dated 6/22/88, when evaluating for enrollment purposes individuals identified as having been infected by the HIV virus and individuals identified as having AIDS.

D. Health and Safety Procedures

HIV, the virus that has been found to cause AIDS, is a bloodborne pathogen. Health and safety risks related to bloodborne pathogens can be minimized by Head Start personnel by understanding risk factors and following procedures set forth in the document, "Sacramento Employment and Training Agency - Head Start - Exposure Control Plan for Bloodborne Pathogens, October, 1994." The recommended health and sanitation procedures described in the Exposure Control Plan are to be used in all situations and are not limited to use in situations involving HIV or AIDS.

E. Enrollment Procedures

The procedures set forth in this section are adopted consistent with the U.S. Code of Federal Regulations (45 C.F.R. 1308.7) and the Head Start Information Memorandum on Enrollment in Head Start Programs of Infants and Young Children with Human Immunodeficiency Virus (HIV), AIDS Related Complex (ARC), or Acquired Immunodeficiency Syndrome (AIDS) dated June 22, 1988.

The recommendation on a decision regarding Head Start attendance by a student with AIDS or an HIV-positive student ordinarily will be made by a Head Start staffing. Members of this staffing will utilize recommendations of leading public health authorities in their determination.

The following procedures are for admission of HIV-positive children and children with AIDS. In compliance with guidance provided by the U.S. Department of Health and Human Services, each case will be considered on an individual basis.

1. When a Head Start staff is notified that a child in the Head Start program suffers from AIDS, or is HIV-positive, the staff shall meet with the parent(s)/guardian and explain the HIV/AIDS policy. The staff person would request the parent(s)/guardian agree to a staffing. A staffing, which would include any of the following: the child's physician, public health personnel, the child's parent(s) or guardian, the Head Start Director or designee, the Head Start Delegate Director or designee, the Head Start's Health Coordinator, or any other relevant individuals mutually selected by the parents and Delegate Agency Director/Health Coordinator, would meet only if the parent(s) agrees. The staff person, upon discussing the HIV/AIDS policy, would discuss the maturity and behavior of the child. If the child's behavior is found to be of concern, personnel would refer to the Head Start Referral Process.
2. The parent(s) or guardian of the HIV-positive child or the child with AIDS who is already enrolled will be advised of Head Start procedures by the Delegate Agency Director/Health Coordinator. The parent(s) or guardian ordinarily should be informed that a child with AIDS or an HIV-positive child usually stands an

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increased risk of acquiring other infections and that a risk of acquiring such infections may be present in the Head Start environment.

3. Decisions regarding the admission to Head Start or the continuance in Head Start of a child with HIV or AIDS, will be based on the consideration of the health and safety of the child, other children and Head Start personnel. Also to be considered will be the past behavior and predictable behavior of the child, neurological development of the child, physical condition of the child, and any possibilities of the uncontrollable or unsafe release of body secretions, biting and open lesions, expected interaction of the child with others in the Head Start setting, and other relevant and appropriate factors.
4. The Head Start staffing may recommend to the Delegate Agency Director or designee either classroom education or home-based option.
5. It is not the intent of Head Start to permanently exclude from attendance in regular Head Start classes any child who is diagnosed as HIV-positive or as having the disease AIDS, unless the results of the individual review and evaluation by the Head Start staffing are that the presence of the child will be harmful to the child, to other children and/or Head Start personnel, or there are compelling reason(s) to exclude the child.
6. The Head Start Delegate Agency Director or designee will make a final determination on placement of the child after considering the recommendation of the Head Start staffing.
7. If the Head Start Delegate Agency Director or designee determines that isolation from the classroom is appropriate, all reasonable efforts will be made to provide home-based option or other alternative education for the child.
8. A decision to require isolation from the classroom for a child under this policy will be reviewed periodically.
9. The written recommendation of the Head Start staffing will be provided to all members of that staffing. The written recommendation shall be made as soon as possible after the conclusion of staffing meetings.

Questions regarding this policy should be referred to the SETA or Delegate Agency Health Coordinator.

Approved: Parent Policy Council - October 31, 1995
 SETA Governing Board - November 2, 1995

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ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONSI. Assurances

DELEGATE hereby assures and certifies that it will comply with applicable laws, executive orders, regulations, policies, guidelines, cost principles and requirements, including the OMB Super Circular (2 CFR Part 200) and any applicable implementing regulations of the federal funding source, as they relate to the acceptance and use of federal funds for this federally-funded service. DELEGATE also assures and certifies, with respect to the AGREEMENT, that:

- A. If DELEGATE is a corporation, it is registered with the Secretary of State of the State of California.
- B. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of DELEGATE's governing body (i.e., Board of Directors), authorizing the execution and acceptance of the AGREEMENT, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of AGREEMENT to act in connection with the AGREEMENT and to provide such additional information as may be required.
- C. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763), as amended, relating to prescribed standards for merit systems for programs funded under of the nineteen statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- D. It will comply with Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d and 42 U.S.C. §2000e-2), as amended, and the California Fair Employment and Housing Act ("FEHA") (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, medical condition, marital status, or

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political affiliation or belief, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which DELEGATE receives federal or state financial assistance.

- E. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, which prohibits discrimination on the basis of age.
- F. It will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act ("FEHA"), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should benefit from the funded activity.
- G. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs or activities. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- H It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and any amendments thereto, (29 U.S.C. §§201 et seq.) as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations as defined in these regulations.
- J. No funds received pursuant to the AGREEMENT will be used to assist, promote, or deter union organizing.
- K. It will give the Sacramento Employment and Training Agency ("SETA"), the U.S. Department of Health and Human Services, the U.S. Comptroller General, and if

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appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the AGREEMENT, including the records of subcontractors performing under the AGREEMENT.

- L. It will comply with all requirements imposed by the U.S. Department of Health and Human Services and/or SETA concerning special requirements of law, program requirements and other administrative requirements.
- M. It will ensure, pursuant to Executive Order 11738, and any amendments thereto, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project funded under the AGREEMENT with SETA are not listed on the Environmental Protection Agency's ("EPA") List of Violating Facilities and that it will notify SETA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- N. It will assist the U.S. Department of Health and Human Services in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469 et seq.), or as those Acts or regulations may be amended, by: (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR §800.8) by DELEGATE's activity, and notifying the U.S. Department of Health and Human Services of the existence of any such properties, and by (b) complying with any requirements established by the U.S. Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.
- O. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. §7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. §1318), and any amendments thereto, relating to inspection, monitoring, entry, reports, and information, as well as

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other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.

- P. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. §4012(a)) which requires the purchase of flood insurance, in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- Q. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. §794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statutes. DELEGATE agrees that, in accordance with the foregoing requirements, no otherwise-qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate the AGREEMENT.
- R. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972, and any amendments thereto, (20 U.S.C. §§1681 et seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to

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discrimination under any educational program or activity receiving federal financial assistance.

- S. It will include for activities funded under any contract with SETA the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all contracts or subcontracts which have or are expected to have an aggregate value within a twelve (12) month period exceeding Ten Thousand Dollars (\$10,000), in accordance with U.S. Department of Labor regulations.
- T. If the AGREEMENT is covered by a statute providing wage standards for such work, it will include, and will require that its subcontractors include, the provision covering the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) set forth in 29 CFR §§5.5(c) and (e), or as that Act or the regulations thereunder may be amended, in any nonexempt non-construction contract or subcontract which involves the employment of mechanics and laborers (including watchmen, guards, apprentices, and trainees) if the contract exceeds Two Thousand Five Hundred Dollars (\$2,500).
- U. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the federal government under the National Environmental Policy Act of 1969, and any amendments thereto, (42 U.S.C. §§4321 et seq.) and Executive Order 11514, and any amendments thereto.
- V. It will comply with environmental standards prescribed in the Safe Drinking Water Act of 1974 (P.L. 93-523), as amended, which protects underground sources of drinking water and the Federal actions to State (Clear Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955 (42 U.S.C. 7401 et seq.), as amended.
- W. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- X. It will comply with all requirements specified in Division A of the ARRA (Public

Law 111-5), including reporting requirements outlined in Section 1512 of the Act and whistleblower protections provided under section 1553 of the ARRA.

II. Clean Air and Clean Water Assurance and Certification

If the AGREEMENT is in excess of One Hundred Thousand Dollars (\$100,000) or if the facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. §§7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.) and is listed by the Environmental Protection Agency or is not otherwise exempt, DELEGATE assures and certifies that: (1) no facility to be utilized in the performance of the AGREEMENT has been listed on the EPA List of Violating Facilities; (2) it will promptly notify SETA immediately upon the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the AGREEMENT is under consideration to be listed on the EPA List of Violating Facilities; and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

III. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333)

DELEGATE assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

- A. Overtime Requirements. No DELEGATE or subcontractor contracting for any part of the AGREEMENT work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1½) times his or her basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph A. above, DELEGATE and any subcontractor responsible therefor shall be liable to any affected employee for

EXHIBIT O

his or her unpaid wages. In addition, such DELEGATE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (A), in the sum of Ten Dollars (\$10) for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph A. above.

- C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Labor may withhold or cause to be withheld, from any moneys payable on account of work performed by DELEGATE or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such DELEGATE or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph B.
- D. Subcontracts.
- (1) DELEGATE shall insert in any subcontracts the clauses set forth in subparagraphs A, B, and C of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - (2) DELEGATE shall insert in any subcontract with a private entity, in whole or in part, a provision for compliance with Section 106(g) of the TVPA, as amended (22 U.S.C. §7104). All suspected or reported violations of Section 106(g) of the TVPA, as amended (22 U.S.C. §7104) shall be immediately reported to DELEGATE by subcontractor or any lower-tiered subcontractor.
- E. Records. DELEGATE shall maintain payroll records containing the information specified in 29 CFR §516.2(a). Such records shall be preserved for three (3) years from the completion of the AGREEMENT.

EXHIBIT P

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

In April, 1980, discussions were begun between the Regional Program Director of the Administration for Children, Youth, and Families in the U. S. Department of Health and Human Services and the Director of the Office of Child Development within the California Department of Education. These discussions were in response to the concern raised by the Report of the House Appropriations Committee on Head Start Funding and Administration, February, 1980, that the Head Start program was paying a disproportionate share of the expenses of co-located Head Start and State Pre-School programs.

As a result of these discussions, the following understandings were reached:

1) The Administration for Children, Youth, and Families would view the situation from the perspective of the economic status of the beneficiaries rather than from a perspective of organizational sponsorship. That is, the fact that the Head Start program is intended to serve children from low-income families is the primary consideration.

2) Accordingly, the Office of Child Development would assure that the enrollment of children in the co-located programs would proportionately reflect the relative levels of Head Start and State Pre-School program funding. For example, if a co-located program received 60 percent of its funding from the Head Start program and 40 percent from the California Pre-School program, then at least 60 percent of the enrolled children would meet Head Start family income eligibility criteria.

3) Both agencies agreed to develop and implement a system of joint audits of both the Head Start and State Pre-School programs in co-located sites.

/s/ Roy Fleischer
Administration for Children,
Youth, and Families

/s/ Frances L. Walker
Office of Child Development,
State Department of Education

EXHIBIT Q

**STANDARD CONDITIONS TO AGREEMENT
FOR DELEGATION OF OPERATION OF
HEAD START PROGRAMS**

**STANDARD CONDITIONS
TO
AGREEMENT FOR DELEGATION OF OPERATION
OF HEAD START PROGRAMS**

1. Purpose of Standard Conditions

The Sacramento Employment and Training Agency (hereinafter "GRANTEE" or "SETA") is the Grantee of a Head Start Program funded by the Administration for Children and Families ("ACF"), Office of Human Development Services ("OHDS"), Department of Health and Human Services ("HHS"), pursuant to the authority of the Head Start Act, 42 U.S.C. Section 9801, *et seq.*, as amended, and is charged with the basic statutory and regulatory responsibilities of a Grantee. The DELEGATE is a Delegate of SETA under the Head Start Act, as amended, and desires to operate a Head Start Program strictly in accordance with said statutes, all applicable federal, state and local laws, administrative policies of SETA and these STANDARD CONDITIONS TO AGREEMENT FOR DELEGATION OF OPERATION OF HEAD START PROGRAMS (hereinafter the "STANDARD CONDITIONS"). These STANDARD CONDITIONS set forth the terms and conditions applicable to, and are incorporated by reference and made a part of, an "Agreement for Delegation of Operation of Head Start Programs" (hereinafter the "DELEGATE AGREEMENT") between SETA and DELEGATE. DELEGATE shall operate the Head Start Program in accordance with: the *Resolution Authorizing Execution of Delegate Agency Agreement with the Sacramento Employment and Training Agency* attached to the DELEGATE AGREEMENT as Exhibit A; the *Summary of Federal Funds, Children to be Served, Child-Adult Ratio, and Program Options* attached to the DELEGATE AGREEMENT as Exhibit B; the *Budget and Cost Allocation Plan* attached to the DELEGATE AGREEMENT as Exhibit C; the *Special Conditions* attached to the DELEGATE AGREEMENT as Exhibit D; the *Identification of Head Start Centers* attached to the DELEGATE AGREEMENT as Exhibit E; Required Report Schedule attached to the DELEGATE AGREEMENT as Exhibit F; the Program Area Plans attached to the DELEGATE AGREEMENT as Exhibit G; the *Grantee Head Start Tobacco Free Policy* attached to the

DELEGATE AGREEMENT as Exhibit H; the *Policy on Advances* attached to the DELEGATE AGREEMENT as Exhibit I; the *Fixed Assets, Information Technology and Low-value Inventory Policies and Procedures* attached to the DELEGATE AGREEMENT as Exhibit J ; the *Davis-Bacon Act Attachment* attached to the DELEGATE AGREEMENT as Exhibit K; the *Insurance Requirements* attached to the DELEGATE AGREEMENT as Exhibit L; the *Policy on Confidentiality of Participant Records* attached to the DELEGATE AGREEMENT as Exhibit M; the *HIV/AIDS Policy* attached to the DELEGATE AGREEMENT as Exhibit N; the *Assurances and Certifications* attached to the DELEGATE AGREEMENT as Exhibit O; the *Memorandum of Understanding* attached to the DELEGATE AGREEMENT as Exhibit P; and these *Standard Conditions to Agreement for Delegation of Operation of Head Start Programs* attached to the DELEGATE AGREEMENT as Exhibit Q; the Head Start Act and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulation, policy and/or procedure which may replace the Head Start Act; and all applicable federal, state and local laws, administrative regulations, policies and procedures, and applicable SETA policies and procedures.

□ **Applicable Regulations Incorporate** □ **herein B** □ **Reference**

DELEGATE shall adhere to the following HHS Regulations and other pertinent documents incorporated herein by reference as though set forth in their entirety:

- (a) 45 CFR Part 46 - Protection of Human Subjects;
- (b) 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (HHS Super Circular);
- (c) 45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964;
- (d) 45 CFR Part 81 - Practice and Procedures for Hearings under Part 80 of this Title;
- (e) 45 CFR Part 82 □ Government wide Requirements for Drug-Free Workplace
- (f) 45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;

- (g) 45 CFR Part 87 (Equal Treatment for Faith-Based Organizations);
- (h) 45 CFR Part 1301 *et seq.* - Program Governance;
- (i) 45 CFR Part 1302 - Program Operations;
- (j) 45 CFR Part 1303 - Financial and Administrative Requirements;
- (k) 45 CFR Part 1304 - Federal Administrative Procedures;
- (l) 45 CFR Part 1305 - Definitions;
- (m) HHS Grants Policy Directives; and
- (n) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104)

3. Evidence of Nonprofit Status

If DELEGATE is not a public agency as defined by applicable law, DELEGATE shall submit proof of continuing nonprofit status to GRANTEE. Evidence of nonprofit status, in accordance with GRANTEE's prequalification requirements, shall be on file with GRANTEE prior to execution of the DELEGATE AGREEMENT. This evidence must include proof that the nonprofit corporation is run by a local board of directors. As used herein, "local board of directors" means that a majority of the members of the board of directors must reside in Sacramento County.

4. Term

The term of the DELEGATE AGREEMENT shall be as set forth on the first page of the DELEGATE AGREEMENT. No funds identified in the DELEGATE AGREEMENT shall, without advance written approval of GRANTEE, be obligated before the beginning of the term or after the ending of the term.

5. Federal Share

As specified in 45 CFR Part 1303.4, federal financial assistance granted under the Head Start Program shall not exceed eighty percent (80%) of the total cost of the program. GRANTEE shall allocate funds as specified in Exhibit B, attached to the DELEGATE AGREEMENT and incorporated therein by reference, to DELEGATE for full and satisfactory performance of the program to be performed under the DELEGATE AGREEMENT, consistent with the service proportions as specified therein. The stated amount shall not be increased or decreased without the prior written approval of GRANTEE, and any approved revised allocation shall be

identified by an approved budget modification and an amended Exhibit B.

6. Local Share

DELEGATE shall contribute the amount specified in Exhibit B attached to the DELEGATE AGREEMENT and incorporated therein by reference, as the local contribution to the Head Start Program. If the federal share of the program cost is increased or decreased, the local contribution shall be adjusted accordingly and Exhibit B shall be revised to reflect the changes. The valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR Part 75.306. The non-federal share shall not be required to exceed twenty percent (20%) of the total cost of the program as specified in Section 1303.4 (25% of the federal share).

7. Minimum Number of Children To Be Served by DELEGATE Full Enrollment Class Size

GRANTEE has allocated the number of funded slots to DELEGATE for the term of the DELEGATE AGREEMENT as specified in Exhibit B thereto. That number of funded slots represents full enrollment and establishes the number of Head Start children that DELEGATE is designated to serve pursuant to the DELEGATE AGREEMENT. DELEGATE shall adhere to the provisions regarding enrollment, attendance and class size found in 45 CFR Part 1302 Subpart A - "Eligibility, Recruitment, Selection, Enrollment and Attendance", 45 CFR Subpart B - "Program Structure" and 45 CFR Part 1302 Subpart I - "Human Resources Management" incorporated herein by reference. Full enrollment must be obtained by DELEGATE by the first day of the Head Start school year and maintained throughout the program year.

8. Approved Child-Adult Ratio

DELEGATE shall recruit, select and employ the number of classroom teachers and aides and shall also recruit, select and maintain an adequate number of volunteers to provide assistance in the Head Start classroom as specified in Exhibit B attached to the DELEGATE AGREEMENT and incorporated therein by reference. Additionally, all classes must have at least one (1) paid teacher and one (1) paid teacher aide during the hours of classroom operation.

9. **ACCESS to Start Guidelines for Enrollment of Children with Disabilities**
No less than ten percent (10%) of the actual enrollment of DELEGATE shall be available for children with disabilities who meet the definition for children with disabilities found in 45 CFR Part 1305.2.
10. **Budget**
The Budget and Cost Allocation Plan for DELEGATE's performance of the DELEGATE AGREEMENT is specified in Exhibit C attached thereto and incorporated therein by reference.
11. **Program Area Plans**
Program Area Plans, attached as Exhibit G to the DELEGATE AGREEMENT and incorporated therein by reference, set forth minimum program performance standards which DELEGATE shall meet or exceed through its program. Program Area Plans shall not be changed or modified without the prior written approval of GRANTEE.
12. **Program Options Conducted by DELEGATE**
Program options, attached as Exhibit B to the DELEGATE AGREEMENT and incorporated therein by reference, are approved by GRANTEE for operation by DELEGATE during the period of the DELEGATE AGREEMENT. Program options shall not be changed or modified without the prior written approval of GRANTEE.
13. **Special Grant or Subcontract Conditions**
- (a) In accordance with the provisions of 45 CFR Part 75.205, GRANTEE may impose special conditions that correspond to the degree of risk assessed if the GRANTEE has determined that the DELEGATE:
 - (i) Is financially unstable;
 - (ii) Has a history of poor performance;
 - (iii) Has a management system which does not meet the standards of the DELEGATE AGREEMENT;
 - (iv) Has not conformed to the terms and conditions of a previous award;

or

 - (v) Is not otherwise responsible.
 - (b) In accordance with the provisions of 45 CFR Part 75.207, special conditions

shall be included in the award that correspond to the degree of risk assessed. Special conditions may include:

- (i) Payment on a reimbursement basis;
- (ii) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- (iii) Requiring additional, more detailed, financial reports;
- (iv) Additional project monitoring;
- (v) Requiring DELEGATE to obtain technical or management assistance; or
- (vi) Establishing additional prior approvals.

If any special conditions are imposed by GRANTEE, DELEGATE shall be notified in writing of the special conditions, why the special conditions were imposed, what corrective actions must be implemented by DELEGATE with regard to the special conditions, time allowed for completing corrective actions, and the method, if any, for requesting reconsideration of the special conditions. Any notice of special conditions shall be substantially in the form attached as Exhibit D to the DELEGATE AGREEMENT and incorporated therein by reference.

14. Location and Licensing of Program Facilities

The name and location of each of the Head Start classes and/or centers, support facilities and Head Start-funded locations are identified in the Identification of Head Start Centers, attached as Exhibit E to the DELEGATE AGREEMENT and incorporated therein by reference. All facilities and/or changes of existing facilities shall be approved by GRANTEE in writing in advance of any contractual obligation and occupancy by DELEGATE. All Head Start facilities operated by DELEGATE shall comply with the provision of 45 CFR Part 1302 Subpart B and shall provide a smoke free environment for all Head Start children and adults consistent with the Pro-Children Act of 1994 (Public Law 103-227, Part C) and the GRANTEE Head Start Tobacco Free Policy, attached as Exhibit H to the DELEGATE AGREEMENT and incorporated therein by reference. No class shall be operated in a facility which does not comply with such provisions or which has otherwise been found to be out of compliance by GRANTEE. No Head Start site shall be opened and no

Head Start funds shall be allocated or paid to any DELEGATE that does not have in place, prior to the site opening and through the term of the DELEGATE AGREEMENT, an appropriate license for the site issued by the State of California, Department of Social Services. DELEGATE shall provide GRANTEE with a copy of current licenses issued by the California Department of Social Services for each site identified in Exhibit E to the DELEGATE AGREEMENT. Additionally, DELEGATE shall secure and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site identified in Exhibit E. If, at any time during the term of the DELEGATE AGREEMENT, DELEGATE has any such health clearance or license revoked, suspended or modified, or if DELEGATE in any other manner loses the clearance or license, DELEGATE shall give immediate written notice to GRANTEE. In such an event, GRANTEE may, in its sole discretion, order corrective action or suspend or terminate the DELEGATE AGREEMENT. Head Start funds shall not be allocated or paid to DELEGATE for operation of a Head Start Program in a facility which is not covered by the aforementioned clearances and/or licenses. If one of DELEGATE's facilities has been the subject of a timed and dated order to comply, DELEGATE shall comply by the required date and time or shall cease operations at that facility as of that date. GRANTEE reserves the right to require DELEGATE to cease program operations at an earlier date if GRANTEE considers the violation to endanger the safety of staff and/or participants. DELEGATE shall submit a copy to GRANTEE of all such orders to comply within one (1) day after receipt of same. DELEGATE shall promptly notify GRANTEE of all actions taken by licensing authorities or county, city, fire or health officials.

15. Hours of Operation and Length of Operating Year

The hours of operation for each class/center are identified in Exhibit E attached to the DELEGATE AGREEMENT and incorporated therein by reference. If DELEGATE desires to change the hours of operation from the hours set forth in said Exhibit, DELEGATE shall obtain the written approval of GRANTEE at least thirty (30) days prior to the date the requested change is to be effective. The length

of the operating year also is identified in Exhibit E. If DELEGATE changes the length of the operating year, or deviates in any manner from the approved calendar, DELEGATE shall obtain the written approval of GRANTEE at least thirty (30) days prior to the date the requested change is to be effective. Failure to obtain the advance written approval of GRANTEE shall be deemed a breach of the DELEGATE AGREEMENT and may result in suspension of DELEGATE's program, suspension of payment to DELEGATE, a disallowance of claims, or termination of the DELEGATE AGREEMENT.

16. Payment Reporting and Fiscal Management

(a) Payments to DELEGATE

GRANTEE shall make payment under the DELEGATE AGREEMENT only after timely receipt of DELEGATE's invoice for reimbursement, which shall be consistent with the approved budget and cost allocation plan and in a satisfactory form and content as determined by GRANTEE. Such invoices must be complete, accurate and reflect the financial activity of the period covered by the invoice. Expenditures which exceed allowable budget amounts shall not be reimbursed without a formally-approved budget modification.

(b) Reports

Financial and program reports that must be submitted by DELEGATE and the frequency of submission of such reports are specified in Exhibit F to the DELEGATE AGREEMENT and incorporated therein by reference. GRANTEE may require DELEGATE to submit other and additional reports or may require DELEGATE to submit reports on a more frequent basis. These reports shall be submitted in accordance with instructions provided by GRANTEE. All reports shall be submitted in the form and manner directed by GRANTEE. Financial reporting shall be maintained in such a manner as will minimize audit exceptions.

(c) Final Report

All obligations incurred in the performance of the DELEGATE AGREEMENT must be reported to GRANTEE within thirty (30) days

following the termination of the DELEGATE AGREEMENT to be binding upon GRANTEE for reimbursement. Failure to report such obligations or debts shall be the liability solely of DELEGATE.

(d) Allowable Costs

DELEGATE is responsible for establishing and maintaining a system for determining the reasonableness, allowability and allocability of costs in accordance with the principles set forth in the HHS Super Circular (45 CFR Part 75). DELEGATE shall only expend Head Start funds consistent with the purposes identified in the approved Budget and Cost Allocation Plan and shall not transfer funds except as provided therein.

(e) Separate Accounting/Advances

DELEGATE shall keep a separate accounting for the funds provided under the DELEGATE AGREEMENT, and no part of any funds advanced shall be commingled with other funds of DELEGATE. Advance payments shall be made in accordance with GRANTEE's Policy on Advances, attached as Exhibit I to the DELEGATE AGREEMENT and incorporated therein by reference. All Head Start funds must be deposited in a bank account at a financial institution insured by the FDIC and any balance exceeding the FDIC coverage must be collaterally secured. GRANTEE shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

(f) Minority Businesses

DELEGATE, by signing the DELEGATE AGREEMENT, acknowledges that consistent with the national and state goal of expanding the opportunities for minority business enterprises, DELEGATE and its subcontractors are encouraged to use minority-owned banks (banks which are owned at least fifty percent (50%) by minority group members). A list of minority-owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, D.C. 20230.

(g) Claim Funds

Approved claims shall be paid only from funds granted to GRANTEE by ACF pursuant to the Head Start program, and DELEGATE, by signing the DELEGATE AGREEMENT, waives any claim it may have against any other funds of GRANTEE. The DELEGATE AGREEMENT is valid and enforceable only if sufficient funds are made available to GRANTEE by ACF for the purpose of conducting the program identified in the DELEGATE AGREEMENT. Any expenditures or obligations by DELEGATE made prior to the commencement date of the term of GRANTEE's agreement with the ACF will not be accepted by GRANTEE for reimbursement and GRANTEE shall have no obligation to DELEGATE regarding these claims or any costs or debts incurred by DELEGATE prior to such commencement date unless approved in writing by GRANTEE.

(h) Close-Out

DELEGATE agrees to cooperate fully with GRANTEE to ensure that the program authorized in the DELEGATE AGREEMENT is closed-out within thirty (30) days of the termination of the DELEGATE AGREEMENT. Full cooperation shall require DELEGATE to complete and to furnish to GRANTEE a number of documents which GRANTEE shall specify. All unexpended funds shall revert to GRANTEE.

(i) Travel Expenses

If DELEGATE is a public agency, expenses charged for travel shall not exceed those allowable under the customary practice in the government agency of which the DELEGATE is a part. If DELEGATE is a non-public agency, expenses charged for travel shall not exceed those which would be allowed under the rules governing official travel by the GRANTEE.

17. Records, Audit, Inspection(a) Establishment and Maintenance of Records

- (1) All records maintained by DELEGATE shall meet the HHS requirements contained in the HHS Super Circular (45 CFR Part 75).
- (2) DELEGATE shall establish such fiscal controls and fund accounting

procedures as required by ACF and GRANTEE in its financial management systems specifically including, but not by way of limitation, the cost standards contained in the HHS Super Circular (45 CFR Part 75).

DELEGATE shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established which proves that the expenditure of funds under the DELEGATE AGREEMENT is in accordance with the terms of these STANDARD CONDITIONS, applicable federal and state regulations and circulars and GRANTEE's policies and procedures. If DELEGATE is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

- (3) DELEGATE shall maintain a financial management system that provides for the following:
 - (i) The budgeting and expenditure of Head Start funds in conformance with sound financial management standards and applicable regulations related to Head Start funds;
 - (ii) Accurate, current and complete disclosure of the financial status of the DELEGATE AGREEMENT;
 - (iii) Records that identify adequately the source and application of funds for Head Start supported and related activities including State Preschool, CHDP, nutrition, WIOA, CSBG, TRAP and other related programs. These records shall contain information pertaining to funds allocated, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures;
 - (iv) Effective control over and accountability for all Head Start funds, property and other assets as defined in 45 CFR Part 75 DELEGATE shall adequately safeguard all such property and shall assure that it is used solely for authorized purposes. Interfund transfers are prohibited;

- (v) Procedures prohibiting volunteers from handling funds or fiscally significant documents received from or submitted to GRANTEE;
 - (vi) A comparison of actual expenditures with budgeted amounts and the relationship of specific performance and costs incurred;
 - (vii) Procedures for determining reasonableness, allowability and allocability of costs;
 - (viii) Accounting records that are supported by source documentation; and
 - (ix) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- (4) GRANTEE reserves the right to review services, service levels and billing procedures as these impact charges against the DELEGATE AGREEMENT.
- (b) Income Generation
DELEGATE shall timely report to GRANTEE the source and amount of any income generated as a result of services, activities and/or disposition of equipment funded under the DELEGATE AGREEMENT and shall abide by GRANTEE's directives regarding the use of such income. DELEGATE shall not expend DELEGATE AGREEMENT-related income unless or until authorized, in writing, by GRANTEE.
- (c) Additional Funding
DELEGATE shall notify GRANTEE, in writing, within ten (10) days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, GRANTEE, in its sole discretion, may reduce payment to DELEGATE hereunder upon redetermination of the appropriateness of the reimbursement of costs under the DELEGATE AGREEMENT.
- (d) Reimbursements From Other Agencies
If DELEGATE is granted funds by other agencies for activities related to the Head Start Program and/or for which costs are allocated between that

program and the Head Start Program, including, but not limited to, State Food Reimbursement payments for nutrition activities and CHDP for health services, it shall make these accounting records available to GRANTEE for audit. If such funds supplant Head Start funds originally budgeted for the same purpose, GRANTEE, in its sole discretion, shall determine the disposition of any unobligated Head Start balances.

(e) Access to Records

In accordance with the provisions of 45 CFR Part 75.364, the GRANTEE, the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, shall have the right of access to any books, documents, papers, computer records or other records of DELEGATE and all subcontractors that are pertinent to the DELEGATE AGREEMENT, in order to conduct audits and examinations, and to make excerpts, transcripts and photocopies of such documents. This right also includes timely and reasonable access to DELEGATE's personnel and all subcontractors' personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained but, in no event, be less than the required retention period set forth in Paragraph 17(g), below. Such access shall be granted by DELEGATE and any contractor employed by DELEGATE at any reasonable time or during normal business hours. In the event the records pertaining to the DELEGATE AGREEMENT are maintained outside Sacramento County, California, DELEGATE shall, at its sole cost, make said records available at GRANTEE's principal place of business within five (5) working days after receipt of written notice from GRANTEE.

(f) Restrictions on Public Access

In accordance with the provisions of 45 CFR Part 75.365, this DELEGATE AGREEMENT does not impose terms which limit public access to records except after a determination by GRANTEE that records must be kept

confidential and would have been excepted from disclosure under the Freedom of Information Act (5 U.S.C. 552) if the records had belonged to HHS. This section does not require DELEGATE to permit public access to DELEGATE's other records. DELEGATE may be required to permit public access to records consistent with the provisions of its applicable local laws, the California Public Records Act, California Government Code Section 6250 *et seq.*, and the California Information Practices Act of 1977, California Civil Code Section 1798, *et seq.*

(g) Record Retention

DELEGATE shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45 CFR, Part 75.361, subject to the following qualifications:

- (1) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
- (2) If records are transferred to GRANTEE upon the sole determination of GRANTEE that the records will be continuously needed for joint use of GRANTEE and DELEGATE, GRANTEE shall assume the responsibility for retention of these records.
- (3) If the DELEGATE AGREEMENT is terminated or if DELEGATE is not refunded in subsequent years, this record retention requirement remains applicable. At GRANTEE's sole option, some or all of the records may be ordered transferred to GRANTEE. To the extent that such records are transferred to GRANTEE, this retention requirement is not applicable to DELEGATE.
- (4) If, prior to termination of the three (3) year period, GRANTEE has notified DELEGATE of a longer period of retention required by applicable law or regulation.

(h) Documentation of Costs

All costs shall be supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll and accounting documents, pertaining in whole or in part to the DELEGATE AGREEMENT, shall be clearly identified and readily accessible.

(i) Disallowed Costs

DELEGATE, by signing the DELEGATE AGREEMENT, agrees that it will be liable for and will repay to GRANTEE any amounts expended under the DELEGATE AGREEMENT found not to be in accordance with Head Start and the provisions of the DELEGATE AGREEMENT including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal), other than those received under Head Start.

(j) Audit and Monitoring

DELEGATE shall comply with the audit requirements of the HHS Super Circular (45 CFR Part 75). DELEGATE is responsible for procurement of an annual audit of funds provided by GRANTEE under the DELEGATE AGREEMENT as specified in the Super Circular. All agreements entered into by DELEGATE with audit firms for purposes of conducting independent audits under the DELEGATE AGREEMENT shall contain a clause permitting GRANTEE and ACF, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by the DELEGATE AGREEMENT if such payment is authorized by the Super Circular. Said audit shall be conducted in accordance with generally accepted accounting principles, generally accepted auditing standards and GRANTEE requirements. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants (AICPA); those audit standards set forth in the publication, Government Auditing Standards, July 2007 Revision, issued by

the Comptroller General of the United States as they apply to financial and compliance audits; and any other applicable state and federal guidelines. In addition, the audit shall break out and report contracts by grant year, rather than just by contract, in the Schedule of Federal Financial Assistance. The report shall show receipt and expenditure of the funds provided under the DELEGATE AGREEMENT. DELEGATE shall provide GRANTEE one (1) copy of the audit report no later than one hundred eighty (180) days after the end of DELEGATE's fiscal year. Said report shall be sent to:

Fiscal Department Chief
 SETA
 925 Del Paso Blvd.
 Sacramento, CA 95815

Additionally, the Office of the Inspector General, the Comptroller General, the federal government, and GRANTEE, or their individual designees, shall have the right to monitor and audit DELEGATE and all subcontractors providing services under the DELEGATE AGREEMENT through on-site inspections and audits and other applicable means the federal government or GRANTEE determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of any one of the above-identified entities according to all applicable laws and regulations. DELEGATE agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions occurring as a result of its performance of the DELEGATE AGREEMENT. By signing the DELEGATE AGREEMENT, DELEGATE also agrees to pay GRANTEE within thirty (30) days of demand by GRANTEE the full amount of GRANTEE's liability, if any, to the applicable funding agency resulting from any audit exceptions relating to DELEGATE's performance under the DELEGATE AGREEMENT.

18. Deobligation of Funds

Should DELEGATE fail to timely enroll children in its Head Start Program or otherwise fail to meet its performance standards as identified in the DELEGATE

AGREEMENT, or fail to properly or timely expend the funds allocated pursuant to the DELEGATE AGREEMENT, GRANTEE may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to DELEGATE in accordance with 45 CFR part 75 and 45 CFR Part 1303 and pursuant to the DELEGATE AGREEMENT or, in GRANTEE's sole discretion, terminate the DELEGATE AGREEMENT. Should the U.S. Government reduce funding to GRANTEE, GRANTEE may, notwithstanding any other provision of the DELEGATE AGREEMENT, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to DELEGATE pursuant to the DELEGATE AGREEMENT or, in GRANTEE's sole discretion, terminate the DELEGATE AGREEMENT. In the event of deobligation, GRANTEE may unilaterally amend the DELEGATE AGREEMENT identifying the deobligation. GRANTEE shall have no liability to DELEGATE based upon said deobligation or termination, specifically including, but not limited to, any liability for DELEGATE's consequential damages.

19. Suspension or Disallowance of Payments Suspension of Performance

GRANTEE may at any time elect, in its sole discretion and without any liability to DELEGATE, including, but not limited to, liability for consequential damages, and notwithstanding any other provision of the DELEGATE AGREEMENT, to suspend or disallow payment to DELEGATE in whole or in part under the DELEGATE AGREEMENT, and/or to suspend performance under the DELEGATE AGREEMENT, in the event of any of the following occurrences:

- (a) If DELEGATE shall have made any misrepresentation of any nature with respect to any information or data furnished to GRANTEE in connection with the DELEGATE AGREEMENT;
- (b) If DELEGATE submits to GRANTEE any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (c) If DELEGATE incurs any cost that GRANTEE or its auditors determines to be questioned or disallowed;
- (d) If DELEGATE maintains a pattern of discrimination;

- (e) If DELEGATE is in default of any of the provisions of the DELEGATE AGREEMENT or violates any of the covenants, assurances, stipulations or conditions of the DELEGATE AGREEMENT;
- (f) If DELEGATE shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under the DELEGATE AGREEMENT;
- (g) If DELEGATE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding or has a receiver appointed for its property;
- (h) If HHS reduces funding to GRANTEE below the amount in existence at the time the parties entered into the DELEGATE AGREEMENT or suspends funding to GRANTEE;
- (i) If DELEGATE utilizes funds provided under the DELEGATE AGREEMENT ineffectively or improperly;
- (j) If DELEGATE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or GRANTEE policies, procedures and directives;
- (k) If the health and/or safety of the children enrolled in DELEGATE's program is in jeopardy;
- (l) If DELEGATE denies parents the opportunity to exercise their full roles and responsibilities related to program operations; or
- (m) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by HHS or GRANTEE.

Any obligations incurred by DELEGATE during the suspension period will not be allowed unless expressly authorized by GRANTEE in the written notice of suspension or in a specific written authorization document.

0. Termination of AGREEMENT

(a) For Cause

GRANTEE may terminate the DELEGATE AGREEMENT in the following instances by giving written notice to DELEGATE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If DELEGATE shall have made any misrepresentation of any nature

- with respect to any information or data furnished to GRANTEE in connection with the DELEGATE AGREEMENT;
- (2) If, at any time during the term of the DELEGATE AGREEMENT, DELEGATE is included on any federal list of Parties Excluded from Federal Procurement and Non-procurement Programs and, therefore, is debarred from receiving federal funds;
 - (3) If DELEGATE submits to GRANTEE any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
 - (4) If DELEGATE incurs any cost that GRANTEE or its auditors determines to be questioned or disallowed;
 - (5) If DELEGATE maintains a pattern of discrimination;
 - (6) If DELEGATE is in default of any of the provisions of the DELEGATE AGREEMENT or violates any of the covenants, assurances, stipulations or conditions of the DELEGATE AGREEMENT;
 - (7) If DELEGATE shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under the DELEGATE AGREEMENT;
 - (8) If DELEGATE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
 - (9) If HHS reduces funding to GRANTEE below the amount in existence at the time the parties entered into the DELEGATE AGREEMENT;
 - (10) If DELEGATE utilizes funds provided under the DELEGATE AGREEMENT ineffectively or improperly;
 - (11) If DELEGATE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or GRANTEE policies, procedures and directives;
 - (12) If HHS suspends or terminates its obligations under its Head Start grant to GRANTEE under which funds for the DELEGATE AGREEMENT are provided (should this occur and GRANTEE is

unable to give DELEGATE five (5) days' notice, GRANTEE shall provide DELEGATE reasonable notice under the prevailing circumstances);

- (13) If the health and/or safety of the children enrolled in DELEGATE's program is in jeopardy;
- (14) If DELEGATE denies parents the opportunity to exercise their full roles and responsibilities related to program operations;
- (15) If DELEGATE, consistent with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104), engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the DELEGATE AGREEMENT is in effect, or uses forced labor in the performance of the DELEGATE AGREEMENT; or
- (16) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by HHS or GRANTEE.
- (17) If GRANTEE determines that either the GRANTEE-operated program, or another provider, can deliver high quality Head Start and/or Early Head Start services in a more cost-effective manner than has been provided by the DELEGATE within its service area.

(b) Payment Upon Termination

If the DELEGATE AGREEMENT is terminated by GRANTEE, as provided in this Paragraph 20, DELEGATE, as its sole remedy, shall be paid for costs actually incurred to the date of termination, less the amount of any advance payment previously made and not accounted for. Upon termination of the DELEGATE AGREEMENT, DELEGATE shall not incur any obligations after the effective date of such termination, unless expressly authorized by GRANTEE, in writing, in the notice of termination. GRANTEE shall not be liable for any claims of DELEGATE for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by DELEGATE under the DELEGATE AGREEMENT shall, at the option of GRANTEE, become the

property of GRANTEE or be otherwise disposed of as directed by GRANTEE. Notwithstanding the above, DELEGATE shall not be released of liability by GRANTEE for damages sustained by GRANTEE by virtue of any breach of the DELEGATE AGREEMENT by DELEGATE, including GRANTEE's liability for funds wrongfully utilized or misspent by DELEGATE, disallowed costs, or audit exceptions under the DELEGATE AGREEMENT, and GRANTEE may withhold any payment or reimbursement to DELEGATE for purposes of setoff until such time as the exact amount of damages due GRANTEE from DELEGATE is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of these STANDARD CONDITIONS, shall release DELEGATE from its liability to GRANTEE for wrongfully utilized or misspent funds or disallowed costs should the amount of those wrongfully utilized or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due DELEGATE.

1. **Appeal of Deobligation of Funds or Termination Decision**

Any action to deobligate or terminate a DELEGATE shall be made by GRANTEE, after notice to the DELEGATE of intent to do so. Such notice of intent to the DELEGATE shall be provided by GRANTEE by personal delivery, registered first class mail, return receipt requested, or electronic mail, at least five (5) days prior to the effective date of the proposed action to defund or terminate. The DELEGATE shall be permitted to submit in writing, or orally at a meeting with the Executive Director, any evidence that it deems pertinent to the matter. The Executive Director shall consider all evidence and information submitted concerning the matter and shall render his/her decision based thereon. Any notice shall contain an explanation of the DELEGATE's appeal right and the deadline for filing such an appeal, which shall be not less than ten (10) days after the date of the notice. Any DELEGATE that disputes a decision by the Executive Director to Deobligate or Terminate the DELEGATE agreement may appeal that decision to the GRANTEE's Governing Board by complying with the following:

- (1) Deliver to GRANTEE's Executive Director a written Notice of Appeal,

by electronic mail, or by personal delivery or first class mail/return receipt requested addressed as follows:

SETA
925 Del Paso Boulevard, Suite 100
Sacramento, CA 95815
Attention: Executive Director

The Notice of Appeal shall:

- (i) Fully set forth the ground for the appeal and shall include all documents that the DELEGATE believes supports its position; and
 - (ii) Not include any new issues not previously presented to the Executive Director prior to the time that the deobligation or termination decision was made.
- (2) Any Notice of Appeal must be delivered to GRANTEE by the DELEGATE and received by GRANTEE prior to the deadline contained in the Executive Director's decision in the matter.
- (3) GRANTEE shall agendaize the Appeal for consideration by the Governing Board at its next regular or special meeting calendared no sooner than ten (10) days after receipt of the Notice of Appeal, with notice as required by the Brown Act, at which time the Governing Board shall consider the appeal and render an opinion. GRANTEE shall provide notice of the Governing Board's decision to the DELEGATE by personal delivery, registered first class mail, return receipt requested, or electronic mail. The decision of the Governing Board shall be final.
- (4) Waiver or Rights. If a DELEGATE fails to timely appeal GRANTEE's decision, it shall be deemed to have waived all rights of appeal.
- (5) Notice to HHS. Once an appeal has become final, GRANTEE shall notify the responsible HHS official about the appeal and its decision.

□□. **Procedures for Corrective Action**

- (a) Whenever the Executive Director of GRANTEE has reasonable cause to believe that DELEGATE has failed to comply with any provision of the DELEGATE AGREEMENT, GRANTEE's policies or procedures, and/or applicable federal, state and local laws, executive orders or administrative regulations, the Executive Director may, in lieu of immediately giving notice of termination of the DELEGATE AGREEMENT pursuant to the provisions of Paragraph 20, order corrective action and disallow, suspend or delay any and all payments under the DELEGATE AGREEMENT, and/or suspend performance under the DELEGATE AGREEMENT, until such failure is rectified.
- (b) If corrective action is ordered, the Executive Director, or his/her designee, shall give DELEGATE reasonable written notice (generally no more than thirty (30) days) setting forth the nature of DELEGATE's noncompliance and identifying a procedure whereby DELEGATE and its officers or responsible representative may have an opportunity to meet with the Executive Director of GRANTEE, or his/her designee, for the purpose of considering the nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, including a detailed timetable for implementing such directions and for reporting to GRANTEE as to the implementation process.
- (d) The Executive Director may suspend or disallow payments to DELEGATE and/or suspend performance in accordance with Paragraph 19 of these STANDARD CONDITIONS during said period of corrective action.
- (e) If DELEGATE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the Executive Director of GRANTEE shall recommend to GRANTEE's Governing Board that the DELEGATE AGREEMENT be terminated in accordance with the provisions of Paragraph 20 of these STANDARD CONDITIONS.
- (f) Notwithstanding the provisions of this Paragraph 21, the Executive Director

shall immediately suspend the payment of funds to DELEGATE when the Executive Director has reasonable cause to believe that DELEGATE has misspent or claimed funds fraudulently and shall cause to be served upon DELEGATE notice of termination pursuant to Paragraph 20 of these STANDARD CONDITIONS.

3. **Procurement**

Procurement activities of DELEGATE conducted under the DELEGATE AGREEMENT shall comply with all applicable federal and state procurement regulations, as well as other applicable federal, state and GRANTEE guidelines, procedures and policies. DELEGATE agrees to assume all responsibility for such DELEGATE procurement activities and agrees to indemnify and hold GRANTEE harmless from any audit exceptions relative to a violation by DELEGATE of any procurement requirement.

- (a) Contracts for Professional Services - Pursuant to the provisions of the HHS Super Circular (45 CFR Part 75), costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of DELEGATE and who perform services on an intermittent or occasional basis, are allowable when reasonable in relation to the services rendered.
- (b) Fixed Assets - Expenditures for fixed assets shall be approved by GRANTEE prior to the purchase of such fixed assets by DELEGATE. If fixed assets are approved in the annual budget, no further approvals are required. If fixed assets are not included in the approved annual budget, DELEGATE shall obtain written approval of GRANTEE prior to purchasing the fixed assets. If fixed assets are to be used for more than the Head Start program, the cost shall be allocated accordingly. For the purpose of the DELEGATE AGREEMENT, fixed assets shall be defined in accordance with GRANTEE's Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures, attached as Exhibit J to the DELEGATE AGREEMENT and incorporated therein by reference.
- (c) Alteration or Renovation of Facilities - Alteration and/or renovation of

facilities is allowable under the DELEGATE AGREEMENT if such alteration and/or renovation has received the prior written approval of GRANTEE in the annual budget. If such approval was not granted in the annual budget, DELEGATE shall obtain the prior written approval of GRANTEE. Alteration and/or renovation of facilities is considered to be work required to change the interior arrangements or other physical characteristics of an existing facility or installed equipment so that it may be more effectively utilized for the Head Start Program. Alteration and/or renovation may include work referred to as improvements, conversion, rehabilitation, remodeling or modernization. Costs incurred for the following types of alteration and/or renovation are allowable:

- (1) Changes to the physical characteristics of space, such as interior dimensions, surfaces, furnishings and finishes;
- (2) Changes to the internal environment, such as modifications to the heating and ventilation systems;
- (3) Installation or modification of utility services in a structure otherwise suitable for occupancy of Head Start staff or students; and
- (4) Modification of unfinished shell space to make it suitable for the Head Start Program operations.

Such alteration and/or renovation costs may, with prior written approval of GRANTEE, be charged to the Head Start Program provided that:

- (1) The building structure has a useful life consistent with project purposes and is architecturally and structurally suitable for conversion to the type of space required;
- (2) The alteration and/or renovation is essential and no other suitable space is available within the area;
- (3) Where space is rented, DELEGATE shall secure a lease for a minimum of three (3) years as required by ACF, unless ACF waives this requirement;
- (4) The costs incurred are consistent with the prior approval requirements, other provisions of the laws and regulations relating to

the Head Start Program and the HHS Grants Policy Directives;

- (5) If Head Start funds in excess of Ten Thousand Dollars (\$10,000.00) are used for all or part of the alterations and/or renovations carried out hereunder, DELEGATE shall require that the contractor certify compliance with the Equal Employment Opportunity provisions of Executive Order 11246; and
- (6) If Head Start funds in excess of Two Thousand Dollars (\$2,000.00) are used for all or part of the alterations and/or renovations carried out hereunder, DELEGATE shall require that all laborers and mechanics employed be paid wages at not less than those prevailing on similar construction as required by the Davis-Bacon Act (40 U.S.C. §276a to a-7).

Alteration and/or renovation costs shall be limited to the costs of modifying existing space and utilities within a completed structure. New construction is not allowable. DELEGATE's contracts for alteration and/or renovation, as defined in this Section, shall meet the requirements of 45 CFR Part 75.334 [Bonding Requirements].

4. Procurement Standards

In procuring supplies, equipment and services (including construction), DELEGATE shall abide by the regulations and standards of 45 CFR Part 75.327 through 75.328, and all other applicable federal, state, and local laws and regulations, including GRANTEE's policies. Consistent with these regulations, DELEGATE shall meet the following standards:

(a) Code of Conduct

DELEGATE shall maintain a code or standard of conduct that governs the performance of its officers, employees or agents in the award and administration of contracts, and provides for appropriate disciplinary actions for noncompliance. The standards shall include, but not be limited to, prohibition against soliciting or accepting gratuities, favors or anything of monetary value from contractors or potential contractors.

(b) Conflict of Interest

No employee, officer or agent of DELEGATE shall participate in the

selection, award or administration of a contract if any of the following has a financial interest in the contract:

- (1) The employee or a member of his/her immediate family;
- (2) His/her partner;
- (3) An organization in which any of the above is an officer, agent or employee; or
- (4) A person or organization with whom any of the above individuals has any arrangement concerning prospective employment or compensation.

(c) Free Competition

Procurement transactions shall be conducted in a manner to provide, to the maximum extent possible, free and open competition. DELEGATE shall be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade. A contractor that develops or drafts specifications, requirements, a statement of work, an invitation for bids or a request for proposals for a particular procurement by DELEGATE shall be excluded from competing for that procurement, unless GRANTEE waives this requirement and secures the approval of the ACF Grant Officer to waive this requirement. Solicitations shall set forth all requirements that the bidder/offeree must fulfill in order for the bid/offer to be acceptable to DELEGATE and be evaluated. DELEGATE shall make awards to the most responsive and advantageous bidder/offeree after considering price and all other factors. Any or all bids may be rejected when it is in DELEGATE's best interest to do so.

5. Procurement Procedures

DELEGATE's procurement procedures shall be in accordance with 45 CFR Part 75.329 through 75.335, and all other applicable federal, state, and local laws and regulations including GRANTEE policies and shall include the following:

(a) Needs Assessment

DELEGATE shall assess supply, equipment and service needs to assure that unnecessary or duplicate items are not purchased. Prior to

procurement, consideration shall be given to available resources within DELEGATE's organization, donations from outside organizations and, where appropriate, lease and/or rental arrangements. Rental arrangements are subject to the requirements of the Super Circular (45 CFR Part 75). The needs assessment shall be used to determine future program options.

(b) Procurement Descriptions

Solicitations for goods and services shall be based upon clear and accurate descriptions of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. Brand name or equal descriptions may be used as a means to define the performance or other requirements of a procurement, and when so used, the specific features of the name brand which must be met by the bidder/offeror shall be clearly specified.

(c) Use of Small, Minority, and Women's Businesses

Affirmative steps shall be taken by DELEGATE to assure that small, minority and women's businesses are utilized whenever possible as sources of supplies, equipment, construction and services.

(d) American-made Equipment and Products

To the extent practicable, all equipment and products purchased by DELEGATE by funds provided under the DELEGATE AGREEMENT should be American-made.

(e) Selection of Contract Type

The type of contract to be used to cover a particular procurement shall be determined by DELEGATE. Contracts shall be made only with responsible contractors who possess the ability to perform successfully under the terms and conditions of the agreement. Consideration shall be given to contractor's integrity, record of past performance, financial and technical resources, or accessibility to necessary resources.

(f) Sole Source Contracts - Prior Approval Required

Any proposed sole source contract must meet the applicable requirements

for noncompetitive or sole source contracting. In addition, any proposed sole source contract in which the aggregate expenditure is expected to exceed the simplified acquisition threshold referenced in 45 CFR Part 75.333 shall be subject to prior approval of the ACF Grant Officer. Contracts in excess of the applicable dollar amount, where only one entity submitted a proposal pursuant to an RFP, shall be considered sole source contracts and shall require the appropriate approvals. Requests for such approval shall be forwarded to the GRANTEE in writing at least sixty (60) days prior to the required contract date. GRANTEE may, in its sole discretion, reject the request or forward it to the ACF Grant Officer.

(g) Price/Cost Analysis

DELEGATE shall make a price/cost analysis in connection with every procurement action. Price analysis may be made by comparing price quotations, market prices, etc. Cost analysis is the review and evaluation of costs to determine reasonableness, allowability and allocability.

(h) Records and Files

Consistent with 45 CFR Part 75.327(i), DELEGATE shall maintain procurement records and files for all purchases, which shall include at least the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(i) Contract Monitoring Systems

In accordance with Federal requirements, DELEGATE shall establish and maintain a system for contract monitoring to ensure contractor conformance with terms, conditions and specifications of the contract.

(j) Contract Provisions

All contracts of DELEGATE shall include provisions as may be required by 45 CFR Part 75, Appendix II, and other applicable federal, state and local laws and administrative regulations, including GRANTEE policies.

(k) Copeland Act

Contracts in excess of Two Thousand Dollars (\$2,000) for construction or repair shall include a provision for compliance with the Copeland Act (18

U.S.C. 874 and 40 U.S.C. §276c), as supplemented by Department of Labor regulations (29 CFR Part 3). All suspected or reported violations shall be reported to GRANTEE by DELEGATE.

(l) Davis-Bacon Act

For all construction contracts in excess of Two Thousand Dollars (\$2,000), the provisions of the Davis-Bacon Act (40 U.S.C. §276a to §276a-7), as supplemented by the Department of Labor Regulations contained at 29 CFR, Part 5, shall apply. GRANTEE shall require all contractors to comply with all provisions of the Davis-Bacon Act Attachment and to include this attachment in all such contracts. A copy of the Davis-Bacon Attachment is attached to the DELEGATE AGREEMENT as Exhibit K and incorporated therein by reference.

(m) Trafficking Victims Protection Act of 2000 (TVPA)

Contracts with a private entity, in whole or in part, shall include a provision for compliance with Section 106(g) of the TVPA, as amended (22 U.S.C. § 7104). All suspected or reported violations shall be immediately reported to GRANTEE by DELEGATE.

6. Property

- (a) Title to all property acquired by DELEGATE, in whole or in part, under contracts for the operation of Head Start Programs shall vest in GRANTEE, subject to all applicable laws and regulations. Said property shall be subject to all rules, procedures and restrictions as set forth in all applicable federal, state and local laws and administrative regulations, specifically including 45 CFR Part 75.316 through 75.323. Said property shall be used solely for purposes of fulfilling DELEGATE's obligations under the DELEGATE AGREEMENT unless otherwise approved in writing by GRANTEE. If real or personal property is used for other than the Head Start program, the cost shall be allocated accordingly. All property purchased must be in accordance with the provisions of the DELEGATE AGREEMENT, including the Budget and Cost Allocation Plan, attached thereto as Exhibit C and incorporated therein by reference. However, any other provision of the

DELEGATE AGREEMENT notwithstanding, DELEGATE shall not make any additions, improvements, modifications, renovations, or alterations to capital assets that materially increase their value or useful life without the advance written approval of GRANTEE (45 CFR Part 75.439(b)(3)). At the time of purchase of equipment under the terms hereto, DELEGATE shall submit a list of such equipment in accordance with instructions from GRANTEE.

- (b) DELEGATE shall exercise due care in the use, maintenance, protection, and preservation of GRANTEE-owned property in DELEGATE's possession or any other property purchased by DELEGATE with funds provided under the DELEGATE AGREEMENT. Such care shall include insurance coverage against loss or damage to such property.

7. Title to Relocatable Buildings

Title to relocatable buildings purchased with Head Start funds for use in the Head Start Program vests in GRANTEE. Without prior written authorization from GRANTEE, no Head Start relocatable building shall be used for purposes other than the Head Start Program. All Head Start buildings shall be identified at the main entrance by a seal to be provided by GRANTEE and affixed by DELEGATE.

8. Copyrights

In accordance with 45 CFR Part 75.322, should the performance of the DELEGATE AGREEMENT result in a book or other copyrightable material, the author is free to copyright the work, but the GRANTEE and HHS reserve royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted for government purposes. DELEGATE shall provide GRANTEE with immediate written notice of such copyrights.

9. Patents/Employee Inventions

Any discovery or invention arising out of or developed in the course of work aided by the DELEGATE AGREEMENT is subject to applicable regulations governing patents and inventions (including government-wide regulations) issued by the Department of Commerce at 37 CFR Part 401. Any such discovery or invention

shall be properly, fully and immediately reported in writing to GRANTEE for determination by GRANTEE and ACF/HHS as to whether the patent protection on such invention or discovery should be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

30. License for Use

Any other provision of the DELEGATE AGREEMENT notwithstanding, DELEGATE, by signing the DELEGATE AGREEMENT, agrees to and does hereby grant to GRANTEE and the federal government a royalty-free, nonexclusive and irrevocable license throughout the world, for government purposes, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under the DELEGATE AGREEMENT.

31. Right to Reuse

If, under the provisions of the DELEGATE AGREEMENT, DELEGATE develops any systems analysis products, models, electronic data processing systems, software and related services, DELEGATE agrees that the methods, materials, logic and systems developed pursuant to the DELEGATE AGREEMENT shall be the property of GRANTEE, and may be used as GRANTEE sees fit, including the right to reuse and publish the same without limitation.

32. Insurance

During the term of the DELEGATE AGREEMENT, DELEGATE shall maintain insurance coverages in conformance with the provisions of Exhibit L attached thereto and incorporated therein by reference.

33. Personnel

(a) Personnel Management System

DELEGATE shall establish and maintain a system for the management of personnel employed under the Head Start Program. Said Personnel Management System shall conform to Head Start requirements at 45 CFR Part 1302 Subpart I and GRANTEE's requirements, and must be approved

by DELEGATE's Head Start Policy Committee and GRANTEE before it is implemented. The following guidelines shall be used by DELEGATE in establishing such a system:

(1) Position Classification

DELEGATE shall maintain a classification system which differentiates between levels of responsibility and complexity of work; requires position descriptions and job titles; identifies position requirements; and provides for periodic review and updating of position descriptions as required.

(2) Recruitment and Selection

A recruitment and selection system shall be maintained which provides for the announcement of vacancies to staff and other known sources of manpower; establishes controls to ensure consistency with the budget plan; enables a comparison of job candidates with the budget plan; establishes procedures for applicant interviews; provides for reference checks and final selection by an appropriate administrator of DELEGATE; provides for participation of parents in the recruitment and selection process and approval by the parents of the candidates selected; and evaluates the effectiveness of compliance with civil rights laws, regulations and executive orders.

(3) Compensation

All wages paid by DELEGATE shall be in accordance with applicable federal and state laws and regulations and the Comparability of Wages and Employee Benefits Report developed by GRANTEE. If the report does not contain information on a particular position, DELEGATE shall determine compensation based upon the job requirements and comparability with similar work in the local labor market, including employee benefits. DELEGATE shall obtain GRANTEE's approval of such determination prior to the first pay period for the individual and/or individuals affected and each such approved compensation rate shall be included in the approved salary

schedule.

(4) Performance Rating

DELEGATE shall maintain a continuous system of employee evaluation which rates Head Start employees within established performance standards on a regular basis. Employee evaluations shall establish the basis for consideration of future pay adjustments, consistent with the comparability requirements as specified herein.

(5) Staff Utilization and Career Development

DELEGATE shall maintain a staff utilization and career development program which requires analysis of manpower needs and staff utilization and provides job training or retraining, career counseling and supervisory training, where applicable. The personnel management system maintained by DELEGATE for the Head Start Program shall contain clear, consistent written policies with respect to:

- (i) Working hours;
- (ii) Work schedules;
- (iii) Overtime and overtime pay;
- (iv) Vacation schedules, vacation pay and policies on unused vacation and related compensation. Such vacation policies shall emphasize the need for employees to take vacation time when such time is scheduled and shall encourage employees to use vacation leave unless otherwise impossible. Cash payments for unused vacation shall be discouraged. DELEGATE shall obtain the written consent of GRANTEE prior to instituting any such policy;
- (v) Maintenance of attendance records for all employees;
- (vi) Travel policies, including reimbursement for travel expenses;
- (vii) Outside employment;
- (viii) A fair and equitable grievance procedure;
- (ix) Written standards for employee conduct and conflict of

interest;

- (x) A fair and equitable disciplinary system to handle conduct violations; and
- (xi) Nepotism.

DELEGATE shall provide GRANTEE with copies of any new policies adopted by DELEGATE and copies of any policies which are revised during the period of the DELEGATE AGREEMENT. DELEGATE shall obtain the approval of DELEGATE's Head Start Policy Committee and GRANTEE for any new or revised provisions before they are effective.

(b) Personnel Records

DELEGATE shall maintain all required employee records which include all official documents related to the employment of each Head Start employee. Employee records shall be maintained in an orderly and accessible file system which is kept current. All such records shall be available to supervisors, accountants, auditors and GRANTEE, as well as to the individual employee, as appropriate.

(c) Support of Salaries and Wages

Charges to the Head Start Program for salaries and wages of DELEGATE's employees shall be based upon documented payrolls approved by a responsible official of DELEGATE. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports reflecting the distribution of activity of each employee must be maintained for all Head Start staff members, professional and non-professional, whose compensation is charged, in whole or in part, directly to the Head Start Program. Reports maintained by DELEGATE to satisfy these requirements shall meet the following standards:

- (1) The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support for charges to the Head Start Program.
- (2) Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their

obligations to DELEGATE.

- (3) The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the periods covered by the reports.
 - (4) The reports shall be prepared at least monthly and shall coincide with the appropriate reporting period.
 - (5) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, shall also be supported by records indicating the total number of hours worked each day, maintained in accordance with Department of Labor regulations implementing the Fair Labor Standards Act. For the purposes of these STANDARD CONDITIONS and the DELEGATE AGREEMENT, the term "nonprofessional" employee shall have the same meaning as "nonexempt" employee under the Fair Labor Standards Act.
 - (6) Salaries and wages shall be paid in accordance with the Budget and Cost Allocation Plan which is attached as Exhibit C to the DELEGATE AGREEMENT and incorporated therein by reference.
- (d) Availability of Personnel Records, Policies and Procedures
DELEGATE's personnel policies, procedures and/or regulations shall be made available to all Head Start personnel employed by DELEGATE and shall be provided to GRANTEE.
- (e) DELEGATE Personnel
- (1) DELEGATE, by signing the DELEGATE AGREEMENT, represents that it has, or will secure at its own expense, all personnel required to perform its obligations under the DELEGATE AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with GRANTEE, and DELEGATE shall hold GRANTEE harmless from any and all claims against GRANTEE based upon the

contention that an employer-employee relationship exists by reason of the DELEGATE AGREEMENT.

- (2) All of the obligations and/or services to be performed by DELEGATE under the DELEGATE AGREEMENT shall be performed by DELEGATE or by employees of DELEGATE under DELEGATE's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services and/or activities.
- (3) DELEGATE, by signing the DELEGATE AGREEMENT agrees that in the performance of its obligations thereunder no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of DELEGATE's obligations, as determined by GRANTEE, shall be employed, engaged or retained.
- (4) In the event that HHS, ACF, or GRANTEE, in their sole discretion, either singularly or jointly, at any time during the term of the DELEGATE AGREEMENT, desires the removal of any person or persons assigned by DELEGATE to perform services pursuant to the DELEGATE AGREEMENT, DELEGATE shall remove any such person immediately upon receiving notice from HHS, ACF, or GRANTEE.

(f) Qualifications of Teachers and Other Staff

DELEGATE shall employ teachers and other staff who meet certification or licensing requirements of the State, including:

- (1) All teachers shall have an Instructional Permit or Credential or meet minimum requirements as established by the State of California, Department of Social Services;
- (2) Supervisors shall have a Supervisory Credential for Children's Centers or equivalent permit; and
- (3) At least one qualified individual shall be employed or retained as an independent contractor in the Health Services component.

DELEGATE shall comply with Section 648A of the Head Start Act (42 U.S.C. 9843a) - "Staff Qualifications and Development," as amended. Additionally, DELEGATE shall submit to GRANTEE an annual report on its progress in meeting all degree and credentialing requirements outlined in Section 648A of the Head Start Act, as amended.

(g) Unlawful Activities

DELEGATE shall assure that no employee shall, in the performance of duties as an employee of the Head Start Program, plan, initiate, participate in or otherwise aid or assist in the conduct of any unlawful demonstration, rioting or civil disturbance.

34. Debarment, Suspension, Termination and/or Revocation

(a) DELEGATE, by signing the DELEGATE AGREEMENT, certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of the DELEGATE AGREEMENT:

- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Has within a three (3) year period preceding the DELEGATE AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (2) of this Paragraph 33; and
- (4) Has within a three (3) year period preceding the DELEGATE

AGREEMENT had one or more public (federal, state or local) transactions terminated for cause or default.

- (b) If unable to certify to the best of its knowledge the statements set forth above, DELEGATE and/or any of its principals shall attach to the DELEGATE AGREEMENT an account of the circumstances and any explanations therefore.
- (c) DELEGATE shall request this certification from any subcontractors that perform services under the DELEGATE AGREEMENT.

35. Prior Findings

DELEGATE, by signing the DELEGATE AGREEMENT, certifies under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the federal government, the State of California or GRANTEE and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

36. National Labor Relations Board Certification

DELEGATE, by signing the DELEGATE AGREEMENT, certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against DELEGATE within the immediately preceding two-year period because of DELEGATE's failure to comply with an order of a Federal Court which orders DELEGATE to comply with an order of the National Labor Relations Board.

37. Nepotism

No member of the immediate family of any officer, director, executive or employee of DELEGATE or GRANTEE shall receive favorable treatment for enrollment in services provided by, or employment with, DELEGATE. In addition, neither DELEGATE nor any of DELEGATE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity or staff position funded under the DELEGATE AGREEMENT, if a member of that person's immediate family is employed in an administrative capacity for GRANTEE, DELEGATE, or any employment contractor of DELEGATE. However, where an applicable federal, state or local statute regarding nepotism exists which is more restrictive than this

provision, DELEGATE and DELEGATE's contractors shall follow the federal, state or local statute in lieu of this provision.

- (a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent and step-child.
- (b) The term "administrative capacity" refers to positions involving overall administrative responsibility for the Head Start Program, including members of GRANTEE's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of DELEGATE, as well as other individuals who have influence or control over the administration of the program, such as the program director and deputy director, and persons who have selection, hiring, or supervisory responsibilities.
- (c) The term "staff position" refers to all staff positions providing services under the DELEGATE AGREEMENT, such as teachers, teacher aides, drivers and cooks.

38. Conflict of Interest

- (a) Neither an officer, director, executive or employee of DELEGATE, nor an elected official in the area shall solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by GRANTEE or DELEGATE. Supplies, materials, equipment or services purchased with DELEGATE AGREEMENT funds shall be used solely for purposes allowed under the DELEGATE AGREEMENT.
- (b) DELEGATE shall avoid organizational conflict of interest and its officers, directors, executives and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the performance of the DELEGATE AGREEMENT, in awarding financial assistance and in the conduct of procurement activities involving funds provided under the DELEGATE AGREEMENT.

- (c) DELEGATE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (d) DELEGATE shall abide by all applicable federal and state laws and regulations and GRANTEE policies regarding conflict of interest.

39. Non-discrimination

The DELEGATE AGREEMENT and any subcontract thereunder is subject to (a) the President's Executive Order 11246 entitled "Equal Employment Opportunity," and any subsequent amendments thereto specifically including U.S. Executive Order 11375 and supplemented in 41 CFR, Part 60, as amended; (b) The Americans with Disabilities Act of 1990 (Public Law 101-336), and any subsequent amendments thereto; (c) Title VI (as implemented by 45 CFR Parts 80 and 81) and Title VII of the Civil Rights Act of 1964, and any subsequent amendments thereto; (d) Revised Order #4 of the Federal Register; (e) all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services issued pursuant to said order and titles; and (f) GRANTEE's policies. DELEGATE agrees that any service, financial aid program, or other benefit to be provided by DELEGATE under the DELEGATE AGREEMENT or any activity supported by the DELEGATE AGREEMENT shall be furnished without discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE agrees further not to deny any individual an opportunity to participate in, or enjoy the services or benefits of, the DELEGATE AGREEMENT on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE, by signing the DELEGATE AGREEMENT, further agrees to take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE shall also state in all solicitations or advertisements for employment placed by or on behalf of DELEGATE, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage. DELEGATE, by signing the DELEGATE AGREEMENT, recognizes the right of GRANTEE and/or the United States Government to seek judicial enforcement of the foregoing covenants against discrimination.

40. Compliance with Section 504 of the Rehabilitation Act of 1973

DELEGATE shall abide by the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise-qualified individual with a disability shall, by reason of such disability, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The HHS regulation implementing this requirement is published in 45 CFR Part 84.

41. Protection of Human Subjects

DELEGATE shall comply with the provisions of 45 CFR Part 46 which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by HHS program funds.

42. Confidentiality

All services performed by DELEGATE and each and all of the reports and items of data and information given to, prepared by, or assembled with the assistance of DELEGATE under the terms of the DELEGATE AGREEMENT are confidential and shall not be made available to any individual or organization, except for the U.S. Department of Health and Human Services and GRANTEE, by DELEGATE

without prior written approval of GRANTEE. DELEGATE shall also abide by all applicable laws, regulations and GRANTEE's policies and procedures regarding the release of participant identities and information. A copy of GRANTEE's policy on Confidentiality of Participant Records is attached as Exhibit M to the DELEGATE AGREEMENT and incorporated therein by reference. This confidentiality extends to the health and medical condition of HIV infected children. DELEGATE shall fully comply with GRANTEE's HIV/AIDS Policy attached as Exhibit N to the DELEGATE AGREEMENT and incorporated therein by reference.

43. Unauthorized Financial Benefit

Neither DELEGATE, nor its officers, agents or employees shall submit or receive payment pursuant to any invoices, bills, statements or reports for payment or for reimbursement for costs from GRANTEE under the DELEGATE AGREEMENT if any officer, agent or employee of DELEGATE will derive any financial benefit other than as specifically permitted in the DELEGATE AGREEMENT.

44. Contingent Fee

DELEGATE, by signing the DELEGATE AGREEMENT, warrants that no person, selling agency or other organization has been employed or retained to solicit or secure the DELEGATE AGREEMENT upon an agreement or understanding for commission, percentage, brokerage or contingency fee. For breach or violation of this covenant, GRANTEE shall have the right to terminate the DELEGATE AGREEMENT with liability in accordance with Paragraph 20 of these STANDARD CONDITIONS and/or, at its sole discretion, to deduct from the DELEGATE payment or reimbursement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingency fee.

45. Conflicts

No officer, agent or employee of DELEGATE shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under the DELEGATE AGREEMENT including any extension thereof.

46. Fraud and Program Abuse

DELEGATE shall establish and implement appropriate internal program management procedures to prevent fraud, abuse and criminal activity.

DELEGATE shall notify GRANTEE within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts involving Head Start funds or Head Start-funded activities.

47. Political Activity and Lobbying

DELEGATE, by signing the DELEGATE AGREEMENT, assures and certifies that it will comply with all applicable federal and state laws and administrative regulations, as well as GRANTEE's policies, regarding political activity and lobbying. In this regard, no funds provided under the DELEGATE AGREEMENT shall be used for publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal, state or local legislation or administrative action. DELEGATE shall comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. 1352), as amended, and corresponding DOL regulations codified at 29 CFR, Part 93 and 45 CFR, Part 93, which prohibit the expenditure of funds provided under a federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan or cooperative agreement. DELEGATE shall execute and annually provide to GRANTEE a Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by GRANTEE.

48. Assurances and Certifications Regarding Sectarian Activities

In addition to the Assurances and Certifications attached to the DELEGATE AGREEMENT as Exhibit O and incorporated therein by reference, DELEGATE, by signing the DELEGATE AGREEMENT, also assures and certifies that:

- (a) DELEGATE shall use all funds under the DELEGATE AGREEMENT consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. DELEGATE shall not expend any program funds for inherently religious activities, such as

worship, religious instruction or proselytization. If DELEGATE conducts such activities, it must offer them separately, in time or location, from the programs or services directly funded under the DELEGATE AGREEMENT, and participation must be voluntary for program beneficiaries.

- (b) DELEGATE shall retain its independence from Federal, State and local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not expend any direct funding under the DELEGATE AGREEMENT to support any inherently religious activities, such as worship, religious instruction or proselytization. Among other things, DELEGATE may use space in its facilities to provide services funded under the DELEGATE AGREEMENT without removing religious art, icons, scriptures, or other symbols. In addition, DELEGATE retains the authority over its internal governance and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (c) In providing services or benefits under the DELEGATE AGREEMENT, DELEGATE shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or a religious belief.

49. Delegation Subcontract Assignment Security for Loan

- (a) No performance of any of DELEGATE's obligations under the DELEGATE AGREEMENT may be transferred by subcontract, assignment, delegation or novation without the prior express written consent of GRANTEE. Any attempt by DELEGATE to assign, delegate or subcontract any performance of its obligations thereunder without the prior express written consent of GRANTEE shall be null and void and shall constitute a breach of the DELEGATE AGREEMENT. Whenever DELEGATE is authorized to subcontract, delegate or assign, it shall include all the terms of the DELEGATE AGREEMENT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all

applicable provisions of the DELEGATE AGREEMENT, and all applicable federal, state and local laws and regulations. DELEGATE agrees to be held fully responsible to GRANTEE for the performance of any subcontractor, delegate or assignee and to hold GRANTEE harmless against any liability incurred by the subcontractor, delegate or assignee.

- (b) Without the prior express written consent of GRANTEE, the DELEGATE AGREEMENT may not be used as security for a loan and is not assignable by DELEGATE either in whole or in part for such purposes.

50. Independent Status

The DELEGATE AGREEMENT is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture, and DELEGATE agrees to defend, indemnify and hold GRANTEE harmless from any such claim.

51. Indemnification

- (a) The following provision applies only if DELEGATE is a governmental entity: Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property, arising out of or resulting from acts or omissions of the indemnifying party.

- (b) The following provision applies only if DELEGATE is a non-governmental entity:

DELEGATE agrees to indemnify, defend and hold harmless GRANTEE and its officers, agents, employees and volunteers, from and against any suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from DELEGATE's performance under the DELEGATE AGREEMENT, including DELEGATE's failure to comply with or carry out any of the provisions of the DELEGATE AGREEMENT and acts of negligence or omission of DELEGATE, or anyone employed directly, indirectly or by independent contract by DELEGATE, including volunteers and program participants, regardless of

whether caused in part by a party indemnified hereunder.

5. Laws

DELEGATE shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State of California and local governments, specifically including, but not limited to, GRANTEE policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, DELEGATE shall comply with such amendments, revisions or modifications or shall notify GRANTEE within thirty (30) days after promulgation of the amendments, revisions or modifications that it cannot so conform so that GRANTEE may take appropriate action, including termination of the DELEGATE AGREEMENT pursuant to Paragraph 20 of these STANDARD CONDITIONS.

53. Clean Air and Clean Water

If the DELEGATE AGREEMENT is in excess of One Hundred Thousand Dollars (\$100,000), DELEGATE shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency (hereinafter the "EPA") regulations (40 CFR, Part 15). Under these laws and regulations, the DELEGATE, by signing the DELEGATE AGREEMENT, assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) DELEGATE shall notify GRANTEE, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;
- (c) DELEGATE shall notify GRANTEE and the EPA about any known violation of the above laws and regulations; and
- (d) DELEGATE shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract or subcontract.

54. Press Releases, Communications, Statements, Requests for

Proposals Bids

DELEGATE shall not communicate with the press, television, radio or any other form of media regarding its duties or performance under the DELEGATE AGREEMENT without the prior express written consent of GRANTEE. Unless otherwise directed by GRANTEE, in all communications, DELEGATE shall make specific reference to GRANTEE as the funding agency which is funded by the Administration for Children and Families, Department of Health and Human Services. DELEGATE shall, additionally, comply with the following, consistent with Section 508 of Public Law 103-333:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under the DELEGATE AGREEMENT, the DELEGATE shall clearly state (1) the percentage of the total costs of the program or project which will be financed with funds under the DELEGATE AGREEMENT, (2) the dollar amount of funds under the DELEGATE AGREEMENT utilized for the project or program, and (3) the percentage and dollar amount of total costs of the project or program that will be financed by non-governmental sources.

55. Immigration Reform and Control Act of 1986

DELEGATE, by signing the DELEGATE AGREEMENT, assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the antidiscrimination provisions of Section 102, as well as requirements disqualifying certain legalized aliens from receiving benefits under the DELEGATE AGREEMENT for five (5) years from the date they were granted temporary resident status, even if they have been provided status according to Section 245A (amnesty or legalization) and 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

56. Drug-Free Workplace Certification

By signing the DELEGATE AGREEMENT, the DELEGATE certifies under penalty of perjury under the laws of the State of California that DELEGATE will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code

Section 8350 et seq., 29 CFR Part 29) and with 45 CFR 82 - Government wide Requirements for a Drug-Free Workplace, and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by the Government Code Section 8350(a).
- (b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (1) the dangers of drug abuse in the workplace;
 - (2) DELEGATE's Policy on maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance program; and
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide, as required by Government Code Section 8355(c), that every employee who performs services funded under the DELEGATE AGREEMENT:
 - (1) will receive a copy of DELEGATE's drug-free policy statement; and
 - (2) will agree to abide by the terms of DELEGATE's statement as a condition of employment under the AGREEMENT.

57. Child Support Enforcement Act

In accordance with the Child Support Enforcement Act, DELEGATE, by signing the DELEGATE AGREEMENT, recognizes and acknowledges:

- (a) the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) that, to the best of its knowledge, DELEGATE is fully complying with the

earnings assignment orders of all employees.

58. Successors

At the sole discretion of any successor-in-interest of GRANTEE, the DELEGATE AGREEMENT shall bind and inure to that successor-in-interest of GRANTEE, in the same manner as if such party had been expressly named therein. The DELEGATE AGREEMENT shall only bind and inure to a successor-in-interest of DELEGATE upon GRANTEE's prior express written consent.

59. Monitoring and Reporting of Program Performance

As specified in 45 CFR Part 75.342, GRANTEE shall monitor the performance of Head Start activities. GRANTEE shall review each program, function and activity to assure that adequate progress is being made towards achieving the goals of the Head Start Program, including the goal of sound fiscal management. DELEGATE shall cooperate in all ways to assist GRANTEE in these monitoring activities.

60. Program Assessment

GRANTEE may conduct a formal program assessment annually, using the ACF Office of Head Start (OHS) Monitoring Protocol or an assessment process based upon the Written Plans. DELEGATE shall appoint assessment teams, participate in assessment training, complete assessment reports and prepare plans to correct deficiencies that are or may be identified through the assessment process.

61. Head Start Transportation Inspection and Licensing of Vehicles and Personnel

DELEGATE shall, when applicable, comply with all provisions of 45 CFR Part 1303 Subpart F - Transportation incorporated herein by reference as though set forth in its entirety. DELEGATE shall, additionally, adhere to the following requirements:

(a) Vehicles Owned or Leased by DELEGATE

Prior to the use of any vehicle in connection with the Head Start Program, DELEGATE shall provide GRANTEE with a certification from its Chief Executive Officer or Governing Board Chairperson providing that:

- (1) DELEGATE holds a current Inspection Approval Certificate issued by the California Department of Motor Vehicles for each vehicle used

in the Head Start Program;

- (2) Each vehicle used in the Head Start Program is owned or leased by DELEGATE;
- (3) Each vehicle used in the Head Start Program is currently registered to DELEGATE as owner or Lessee; and
- (4) Each individual operating a vehicle used in the Head Start Program for the transport of Head Start children holds a valid bus driver certificate/license. This includes a current California driver's license, California Special Driver Certificate and current Medical Examiner's Certificate.

(b) Contracts for Transportation Services

In the event that DELEGATE does not own or lease vehicles in the operation of its Head Start Program but does contract with an independent bus or transportation operator for these services, DELEGATE shall ensure that prior to the use of any such vehicle, DELEGATE obtains and maintains in its files documentation that:

- (1) The independent bus or transportation operator holds a current Inspection Approval Certificate issued by the California Department of Motor Vehicles for each vehicle used by or for DELEGATE in its Head Start Program;
- (2) Each vehicle is owned or leased to and registered to the bus or transportation operator (i.e., bus company);
- (3) Each individual operating any vehicle for the transport of Head Start children holds a valid bus driver certificate/license. This includes a current California driver's license, California Special Driver Certificate and current Medical Examiner's Certificate; and
- (4) Each bus or transportation operator (i.e., bus company) maintains adequate liability insurance for each vehicle providing coverage for liability for injuries or damages to third parties and passengers.

6. Policy on Joint Operation of Head Start/State Preschool Programs

DELEGATE may maintain jointly operated Head Start and State Preschool

programs as specified in the Memorandum of Understanding between the Office of Child Development, State Department of Education and the Administration for Children and Families, Region IX, Department of Health and Human Services. A copy of said Memorandum of Understanding is attached as Exhibit P to the DELEGATE AGREEMENT and incorporated therein by reference. Upon the request of GRANTEE or auditors, GRANTEE and said auditors shall have access to all records relating to the operation of the State Preschool Program.

63. Attendance and Enrollment Recordkeeping and Retention

DELEGATE shall maintain all required records on Head Start enrollment and attendance. Such records shall be maintained in an orderly and accessible file system which is kept current at all times. All such records shall be available to supervisors and GRANTEE, including GRANTEE designated accountants, monitors and auditors.

64. ACROSS Family Income Guidelines

DELEGATE shall abide by all applicable HHS income guidelines and other applicable guidelines for determining the eligibility of all children enrolled in DELEGATE's Head Start Program.

65. Entire Agreement Modifications

The DELEGATE AGREEMENT, together with all exhibits thereto, constitutes the entire agreement between the parties hereto for services furnished pursuant to the DELEGATE AGREEMENT and no oral understanding not incorporated therein shall be binding on any of the parties hereto. Except as otherwise provided in the DELEGATE AGREEMENT, the DELEGATE AGREEMENT may be modified, altered or revised only on the written consent of both parties hereto. However, any other provision of the DELEGATE AGREEMENT notwithstanding, the DELEGATE AGREEMENT is subject to any additional restrictions, limitations, policies or conditions enacted by the federal or state government, any applicable local government or GRANTEE or any law or regulation enacted by the federal or state government or any applicable local government which may affect the provisions, terms or funding of the DELEGATE AGREEMENT and GRANTEE may unilaterally amend the DELEGATE AGREEMENT in this regard.

66. Severability of Provisions

If any provision of the DELEGATE AGREEMENT is held invalid, the remainder of the DELEGATE AGREEMENT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

67. Titles

The titles to the paragraphs of the DELEGATE AGREEMENT and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of the DELEGATE AGREEMENT and its Exhibits.

68. Waiver

The waiver by GRANTEE of any default, breach or condition precedent under the DELEGATE AGREEMENT shall not be construed as a waiver on the part of GRANTEE of any other default, breach or condition precedent, or any other right thereunder.

69. Limitation of Actions

In the event the U.S. Government disallows any costs incurred by DELEGATE in the performance of the DELEGATE AGREEMENT, GRANTEE may bring an action against DELEGATE for the recovery of such disallowed costs at any time within five (5) years following final resolution of the U.S. Government audit wherein such costs were disallowed. Such disallowed costs shall be deemed to constitute a continuing breach of contract until such final resolution and each day thereof shall give rise to a cause of action.

70. California Law

Except where controlled by federal statutes or administrative regulations, the DELEGATE AGREEMENT shall be governed according to the laws of the State of California and GRANTEE policies and procedures.

71. Notices

All notices to be given to either of the parties under the DELEGATE AGREEMENT shall be addressed to the applicable party at the address set forth below the signature of each party to the DELEGATE AGREEMENT and given: 1) via electronic email (provided that the sender possesses written confirmation of valid delivery); 2) by deposit in the United States mail, first-class postage prepaid; 3) by

personal service; or 4) by deposit with an overnight delivery service (provided that the sending party receives a confirmation of actual delivery from the delivery service). Notices given by United States mail shall be deemed served three (3) days after deposit in the United States mail or when received, whichever is sooner. Service in any other manner shall be deemed served on the date of delivery.

72. Enforceable Agreement

The DELEGATE AGREEMENT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties.

73. Time of the Essence

Time is of the essence in the performance of the DELEGATE AGREEMENT.

74. Statutes, Regulations, Policies and Procedures

DELEGATE shall provide the services under the DELEGATE AGREEMENT strictly in accordance with:

- (a) The Head Start Act (42 U.S.C. Section 9801, *et seq.*, as amended) and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulations, policies and/or procedures which may replace the Head Start Act; and
- (b) All applicable federal, State and local laws and administrative regulations and applicable GRANTEE and State policies and procedures.

75. Counterpart, Facsimile and Electronic Signatures

The DELEGATE AGREEMENT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the DELEGATE AGREEMENT with all signatures and Exhibits appended together shall be deemed a fully executed DELEGATE AGREEMENT. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Kitchell/CEM, Inc.

**Pacific Elementary School
New Construction Project**

Dated: September 21, 2023

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of September 21, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Kitchell/CEM, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Pacific Elementary School New Construction Project located at 6201 41st Street, Sacramento CA 95824

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget**: The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District’s Representative**: The individual identified herein that is authorized to act on the District’s behalf with respect to the Project. The initial District’s Representative shall be Chris Ralston, Director III of Facilities. District may change the District’s Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in CM’s fee.
- 1.1.18 **Fee**: The CM’s Fee is defined in Article 7 and payable as set forth in **Exhibit “D.”**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective on September 1, 2023, and, except as otherwise provided herein, will continue in effect until December 31, 2027.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Principal In Charge: TBD
 - Project Director: Jeff Dees/Dan Porter
 - Sr. Project Manager: Cassie Baughner
 - Sr. Project Engineer: Jo Ward
 - Field Office Mgr/Clerical: TBD
 - Estimator: Matt Chappell
 - Scheduler: Rick Stassi
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).

- 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
 - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed **Two Million One Hundred Five Thousand Six Hundred Fourteen Dollars (\$2,105,614)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10.

Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") to the extent caused by the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, excluding without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).
- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The

District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District or CM be liable to the other, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

- 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 15.2.2 **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
 - 15.4.1 The District can accept the higher deductible;

- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
 - 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
 - 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
 - 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 - 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
 - 15.6.1 Accept the lower rating; or
 - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
 - 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
 - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group

plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens

CM:

Kitchell/CEM Inc.
2450 Venture Oaks Way, Ste 500
Sacramento CA 95833
ATTN: Jeff Dees/Dan Porter

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, CM, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating CM's good faith efforts to meet these goals.

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The

District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for

California public school districts at or around the same time and in or around the same geographic area of the District.

- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT KITCHELL/CEM INC.

By: _____
Jesse Castillo
Assistant Superintendent

By: _____
Wendy Cohen
President

Date: _____

Date: 9/8/2023

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$245
Sr. Project Manager	\$185
Sr. Project Engineer	\$140
Field Office Manager/Clerical	\$105

Estimator Manager	\$160
Scheduler	\$175

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

[To be completed/inserted]

Sacramento City Unified School District -
Pacific Elementary

Schedule / Phase	2023												2024																							
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N						
Design	160	200	2	3	4	5	6	7	8	9	10	11	12	13	14	15	160	200	2	3	4	5	6	7	8	9	10	11	12	13	14	15				
DSA Approval																																				
LLB selection and contracting																																				
Precon Services																																				
CONSTRUCTION																																				
Move in and Closeout																																				
Milestones																																				
CONSTRUCTION MANAGEMENT SERVICES																																				
Position / Classification	Name																																			
Project Director	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
Sr. Project Manager	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Sr. Project Engineer																																				
Field Office Manager/Clerical																																				
Estimators																																				
Scheduler																																				
Total (FTEs / Month)	160	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16

Scope of Services:
Provide Construction management services from Design through DSA Closeout. Timeline is based on preliminary schedules. If the schedule pushes out past this timeline the hours will need to be adjusted and amendment processed.

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 477 between the Sacramento City Unified School District ("District") and Kitchell/CEM Inc. ("CM") for construction management services for the Pacific Elementary School New Construction Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Jeff Dees

Title: Project Director

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: Jesse Castillo, Assistant Superintendent of Business Services

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

KITCHELL/CEM INC.

By: _____

Wendy Cohen
President

Date: 9/8/2023



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Lionakis

**Pacific Elementary School Replacement Campus
Project**

Dated: September 21, 2023

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of September 21, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Replacement Campus of Pacific Elementary School, 6201 41st Street, Sacramento, CA 95824.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: Pacific Elementary School Replacement Campus project at 6201 41st Street, Sacramento, CA 95824.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
 - 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.9. Form DSA PR 13-02, Project Certification Process.

- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and

issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions
 - 2.13.8. State and Local agency fees.
 - 2.13.9. Testing and inspection

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Low Voltage: The Engineering Enterprise

Mechanical/Plumbing: Weston & Associates

Structural: Lionakis

Interior Design: Lionakis

Civil: Warren Consulting Engineers

Fire Sprinkler: Weston & Associates

Landscape: Roach & Campbell

Cost Estimating: Cumming

Food Service: AMD

Door Hardware: Opening Consultants Inc.

Photovoltaic: TBD

DSA PC PV Canopy SEOR: TBD

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:

- 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
- 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of \$3,750,000.00. The fee represents _
six percent (6____%) of the proposed construction value of \$62,500,000 million. At the completion of Schematic Design phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,000. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California

law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect

from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances

from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions. District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree

to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits

its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824
 ATTN: Chris Ralston, Director III, Facilities
 EMAIL: chris-ralston@scusd.edu

With a Copy to:
 Dannis Woliver Kelley
 200 California Street #400
 San Francisco, CA 94111
 ATTN: Deidree Sakai, Esq.

Architect:

Lionakis
 2025 19th Street
 Sacramento, CA 95818
 ATTN: Laura Knauss, Principal
 EMAIL:
 laura.knauss@lionakis.com

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31. **Exhibits "A" through "H"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

[NAME OF ARCHITECT]

Date: _____, 20__

Date: September 13, 2023

By: _____

By:  _____

Title: _____

Title: Laura Knauss, Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Pacific Elementary School Replacement Campus Project.

Construction Cost Budget: \$62,500,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Review District-provided standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be estimated space use square foot costs (classroom sq. ft. costs, office space, etc.)
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- b. The Construction Cost Budget will inform the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect given District agreed upon parameters.

4. **Presentation**

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of

work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. Civil

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off-site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;

- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare an electronic Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$265
Associate Principal:	\$250
Senior Associate	\$240
Associate	\$230
Project Manager:	\$200
Designer:	\$140-\$160
Architect:	\$175-\$200
Contract Administrator:	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Development of Architectural Program section within approximately 30 **calendar days** after written authorization from the District to proceed. (September 1 – October 1, 2023)
- C. Architect shall complete Services required under the Schematic Design Phase within **90 calendar days** after written authorization from District to proceed. (October 1, 2023 – January 1, 2024)
- D. Architect shall complete Services required under the Design Development Phase within approximately 90 **calendar days** after receipt of a written authorization from District to proceed. (January 1, – April 1, 2024)
- E. Architect shall complete Services required under Construction Documents Phase within **180 calendar days (6 months)** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 100% Submittal Package **180 calendar days**
(April 1, – October 1, 2024)
 - 2. Final Contract Documents after Final Back-Check Stage Anticipated approval dates: April 2025
- F. The durations stated above include the review periods of 10 **calendar days** required by the District.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	5%
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,000.

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise

indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT "F"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: _____ between the Sacramento City Unified School District ("District") and Lionakis ("Consultant") ("Contract" or "Project").

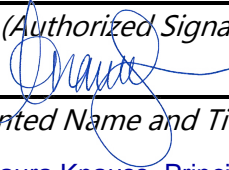
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i> Lionakis	<i>Federal ID Number (or n/a)</i> 68-0397596
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Laura Knauss, Principal	<i>Date Executed</i> September 13, 2023

END OF DOCUMENT

EXHIBIT "G"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name: Lionakis

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 13th day of September, 2023 at Sacramento, California.

By: Laura Knauss Signature: 

Title: Principal

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Foster Youth Services Department
(FYS) And
TUTOR ME LA, LLC

The Sacramento City Unified School District (“District”) and Tutor Me LA, LLC (“Provider”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on **August 1, 2023** (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer academic tutoring and homework support to **eligible foster and homeless youth students within their home, by virtual means (i.e Zoom), at a school site and/or community space (i.e. library or community center)**

WHEREAS, the Provider is specially trained, experienced and competent to perform the services requested by the District and will work collaboratively to develop, coordinate and implement the tutoring support program at the above students during the 2023/24 school year.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. Provider shall provide academic tutoring sessions and/or homework support to foster youth students currently enrolled in a District elementary, middle or high school. Provider shall also adhere to Scope of Services in Attachment A;
- ii. District shall adhere to scope of service outlined in Attachment A. District shall provide and coordinate space and location of all District- sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all Provider’s tutoring staff to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay the Provider \$65.00 per hour per student for direct services upon receipt of properly submitted invoices. Total payments to Contractor shall not exceed **\$200,000.00**.

C. Period of Agreement. The term of this Agreement shall be from August 1, 2023 – June 30, 2024.

D. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, Provider and each of its employees, is an independent contractor and not an officer, employee, agent, partner, or joint venture of the District.

E. Insurance Requirements. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

Sexual Abuse and Molestation Insurance

a. Sexual Abuse and Molestation Insurance is required with limits not less than three million dollars (\$3,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.

b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

E. Fingerprinting Requirements. Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Data and Evaluation Requirements. The Provider shall share assessment data with the District as pursuant to scope of work. The provider shall share data and information collected via surveys and focus groups, and to collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

H. Termination. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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

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

I. Disclosure of Student Information. The Parties understand and agree that, in order for the Provider to effectively provide the Services as described herein, the Contractor may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.

Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Provider, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, sub. (a)(2)(G)(i).)

The Provider is considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i). The Provider and/or its employees or subcontractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student. The Contractor and/or its employees or subcontractors shall not use student

information for any other purpose than the scope of work described herein. The Contractor shall permit the District access to any relevant records for purposes of completing authorized audits.

J. Indemnity. The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by the Provider and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. The Provider has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students.

The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

M. Assignment. This Agreement is made by and between the Provider and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Provider and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

P. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

DISTRICT:

By: _____

Jesse Castillo
Assistant Superintendent of Business Services
Sacramento City Unified School District

Date

TUTOR ME LA, LLC:

By: _____

Authorized Signature

Print Name

Date

Title: _____

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the FYS Coordinator & Homeless Services Coordinator to identify program needs, assistance, and successes.
5. Help recruit students into the program and provide the program access to parents of participating students.
6. Help provide care providers/parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
7. Provide space for the program to operate.
8. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Provider shall:

1. Provide a comprehensive academic support program to include at least 60 minutes of homework and/or tutoring assistance (includes all instructional days) from school closure until 6:00 PM at designated tutoring site (i.e. school, Zoom, community space)
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameters as outlined in the agreement. Student days of attendance will be monitored by the Provider.
3. Work collaboratively with the District to create a comprehensive program plan for the academic support program plan. The plan will be shared out with stakeholders.
4. Provide an “End of Year” Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
7. Communicate progress of project/partnership development on a timely and consistent manner to the District.
8. Meet with the FYS Coordinator and Homeless Coordinator to identify program needs, successes and areas for assistance
9. Communicate new partnership opportunities with the District.
10. Other areas as agreed upon by both parties.

Attendance Policy:

- 1 hour sessions 2-3 times per week (Elementary)
 - **Can be more depending on student’s needs. Will need to talk with FYS/Homeless Coordinator prior to adding additional hours**
- 1 ½ hour sessions s – 3 times per week (Secondary)
 - **Can be more depending on student’s needs. Will need to talk with FYS/Homeless Coordinator prior to adding additional hours**
- Individual and/or small group sessions (3 students max)
- At least 2 students must be present for sessions to occur
- If there is advance notice of absence (≥ 24 hours), Tutor Me Education will not charge and can reschedule the session
- Tutoring services will be placed on hold should a student miss more than 4 sessions without advance notice. TME will notify FYS Coordinator and/or Homeless Coordinator to

determine next steps.

Attachment B – Program Deliverables

Description of Service	CONTRACTOR Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD, TME agrees to provide academic tutoring and/or homework support to foster youth students enrolled in a district elementary, middle or high school as outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Work with all eligible foster and homeless youth in the areas of Math and English Language Arts that are functioning at one or more years below grade level ● Complete Pre, Mid and Post assessments on all participating students to show academic progress ● Provide homework assistance and/or academic tutoring to middle school and high school foster youth ● TME will track student outcomes in the areas of academic growth and attendance ● Provide Year-End Report on program outcomes ● Provide tutors to work both individually or in small groups not to exceed more than 3 students 	On-going
<p>Program Management & Facilitation: TME will provide staff, coordination and programming across designated sites, and will also:</p>	<p>TME Staff will:</p> <ul style="list-style-type: none"> ● Keep to 1:3 tutor to student ratio max ● Report to SCUSD lead staff regarding progress on overall outcomes ● Ensure that all students receive pre, mid and post assessments ● Ensure that pre-assessments are completed 30 days from the beginning of tutoring and every 90 days thereafter ● Maintain and provide to the SCUSD lead staff timely attendance and program activities records ● Complete all required reports ● Provide a final report on the impact and overall outcomes of the program ● Communicate regularly with SCUSD lead staff regarding project progress ● Facilitate communication between parents of participants and TME regarding announcements and information that pertains to the program participants ● Other deliverables as agreed upon by TME and the District 	On-going
<p>Program Planning Program; Management; Program Evaluation FYS will:</p>	<ul style="list-style-type: none"> ● Train TME staff on SCUSD protocols, mission, vision, and structure ● Provide After School Program Manager with TME contact information and programming details in order to facilitate ongoing communication ● Provide Principal information about TME program scope and deliverables ● Provide classroom space for the program at each designated site ● Assist in recruiting participants for the program through school advertising and outreach ● Assist in marketing & sharing information about TME programming ● Collect and share data per contract agreement to be included in evaluation reports, to the extent permitted by law and regulation 	September 2023

COVID-19 Addendum

In further consideration for this Agreement, Provider enters into this COVID-19 Addendum as Provider will be providing services at school sites:

1. Provider agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://>
 - e. <https://>
 - f. <https://returntogether.scusd.edu/return-health>
2. Provider agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. Provider will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Provider's staff will only be at the sites during the hours agreed upon with the site administration.
6. Provider's staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: 

Name and Title: Elliot Farahnik, Director

Address: 1093 Broxton Ave. #240 Los Angeles, CA 90024

Work Phone: 310-896-8625

Other Phone: _____

Email Address: Info@tutormeeducation.com



July 26, 2023

Dear Edward & Geovanni,

On behalf of The Speech Pathology Group (SPG), I would like to convey our appreciation and thanks for allowing us the opportunity to collaborate once again with **Sacramento City Unified School District** in the provision of Education Services.

Because our relationship with your District is important to us, we will be discounting our 2023-24 rates for Education Services at 12.4%.

Please review, sign and date the attached SPG Contract, Projections, NPA Certification, W9, Certificate of Insurance, Staff Clearance List with Licenses and return them to our Contracts Team, at contracts@speechpath.com (925) 945-1474 x 138. Please let us know if you would prefer a hard copy also be sent via mail.

In order to fulfill the Verification of Licenses, Credentials and Other Documents mandate that The Speech Pathology Group adheres to, we will be submitting updated license or credential information monthly with our invoices. We will also send CalSTRS/CalPERS notices monthly with invoices, if applicable.

If you have any questions or concerns, please contact me at contracts@spgtherapy.com 925-945-1474 x109.

The Speech Pathology Group looks forward to partnering with your district for the 2023-2024 School Year and supporting its efforts in helping special education students successfully access the social and academic curriculum.

Thank you,

A handwritten signature in black ink, appearing to read 'Susan Stark', written in a cursive style.

Susan Stark, M.S., CCC-SLP
President
The Speech Pathology Group

The Speech Pathology Group, Inc. dba SPG Therapy & Education

2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN
Sacramento City Unified School District
AND
SPG Therapy & Education

THIS AGREEMENT is effective July 1, 2023, by and between the Sacramento City Unified School District (hereinafter “District”) and SPG Therapy & Education, (hereinafter “Contractor”).

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services:

- a. Contractor agrees to perform the services described on “Addendums G” (hereinafter “Services”) of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor’s services and the manner in which they are performed.

2. **Compensation & Terms for Payment:** Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. **Contract Term and Termination:** This Agreement will become effective on July 1, 2022. This Agreement will terminate upon the completion of the Services (as stated in addendum G (Education) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor’s President. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor’s employees.* The Contractor will inform its’ employees of changes or cancellations to the contract.

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Phone: 916-277-6462
Fax:

CONTRACTOR

SPG Therapy & Education
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide an Education Specialist due to resignation of Education Specialist is not able to provide services for any reason. However, Contractor will use all efforts to replace the Education Specialist if one is available in the area.
 - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
 - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
 - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

6. **Management of SPG Therapy & Education Staff:**

- a. Each Education Specialist employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted Education Specialist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned for assigned Education Specialist in Addendum G.

7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

10. **Indemnification:**

- a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

11. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate six calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor. In the event that District/Facility breaches or violates this Paragraph 12, then District/Facility agrees to and shall pay to Contractor as liquidated damages the amount of \$40,000 (forty thousand dollars) within 21 calendar days. District/Facility agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph 12, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages to Contractor. District/Facility, therefore, agrees that this amount of liquidated damages is fair and reasonable under the circumstances existing at the time this Agreement is executed.

12. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be handwritten.

13. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

14. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

15. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

16. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2023, and terminates on June 30, 2024, unless sooner terminated as provided herein.

DISTRICT

Jesse Castillo, Assistant Superintendent
Sacramento City Unified School District

Signature

Date

CONTRACTOR

Susan Stark

Susan Stark, M.S., CCC-SLP
President

7/26/23

Date

Memorandum of Understanding Between
Sacramento City Unified School District and
Improve Your Tomorrow, Inc

Overview:

This memorandum of understanding (MOU) specifies the expectations of the partnership between Sacramento City Unified School District (SCUSD) and Improve Your Tomorrow (IYT) to implement the IYT College Academy at Luther Burbank High School and Rosa Parks K-8 School. The partnership takes effect on July 1, 2021 and is effective through June 30, 2024.

Improve Your Tomorrow will:

1. Serve 150 students through the College Academy annually, starting in the fall of 2021, seventy-five (75) students at Luther Burbank High School and seventy-five (75) students at Rosa Parks K-8 School.
2. Complete a facility use agreement for at all schools that have the IYT College Academy program and provide the required certificate of insurance.
3. Ensure all employees comply with Education Code requirements, which includes undergoing a criminal background check (ie: SCUSD fingerprinting).
4. Gather formative assessment data to reflect IYT's progress at each site, to include overall program attendance.
5. Provide to Research and Evaluation Department (RED) a participants' list to include the names of each student participating in the program, by school, his district identification number, and a record of his daily attendance in the program
6. Administer the SEL (Social Emotional Learning) survey to all program participants. The survey will be provided by RED.
7. Conduct a parallel evaluation of program progress to include the metrics listed in this contract and will meet with RED to discuss outcomes.
8. Coordinate all IYT activities and services with the principals at targeted campuses. College Academy Services, starting in the fall of 2021, include but are not limited to:
 - IYT College Academy career-based activities
 - Professional Mentorship and Leadership Development
 - Career Assessments and Workshops
 - Work-based Field Trips
 - Family Engagement
 - Volunteering and Internships

Distance Learning

In the event of school closures due to COVID 19, within 3 business days, IYT students will be supported and engaged through the IYT Virtual platform. The services provided in this platform include; mentorship sessions, live hangouts, workshops, class huddles, parent engagement and tutoring.

Methods of Assessment

Sacramento City Unified School District will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including:

High School Key Performance Indicators

- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- High school graduation rate for students in the program a minimum of 2 semesters
- College attendance rates for students in the program a minimum of 4 semesters
- 10% of students will enter an apprenticeship program
- 20% increase in student pathway completion
- 33% of students take at least one honors or advanced placement course in their junior year

Middle School Key Performance Indicators

- Promotion rate for 8th grade students
- Attendance Rate for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program

Annually, Improve Your Tomorrow will submit an evaluation form to SCUSD and all school sites no later than 8 weeks after grades have posted for the Spring semester.

Sacramento City Unified School District (SCUSD) will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Provide access to school site during Improve Your Tomorrow programming
3. Complete data sharing memorandum of understanding
4. Provide funding of \$150,000 per year, \$450,000 total, to be invoiced in equal in monthly increments from July 2021 through June 2024 payable within 30 days from time of invoice to Improve Your Tomorrow.

Payments directed to the following address:

Improve Your Tomorrow
3780 Rosin Court Suite 240
Sacramento, CA 95834

Terms:

The term of this Memorandum of Understanding shall commence July 1, 2021 and end June 30,

2024.

Termination Clause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of the mailing.

Indemnification and Hold Harmless

To the fullest extent allowed by law, IYT shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of IYT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the IYT. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the IYT or the applicable insurance carrier.

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

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

Clearance Requirements

IYT shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

IYT shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by IYT including volunteers.

IYT shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for

termination of this Contract by LEA.

IYT shall electronically submit, within 24 hours, any accident or incident report to LEA. IYT shall properly submit accident or incident reports as required by the District.

IYT hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

IYT is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.) . In the event there is a suspicion of abuse conducted by anyone (students, staff, IYT or others) on or off campus, IYT is to file the appropriate report to the Sacramento County Sheriff. IYT is also to confidentially notify the Legal Compliance Specialist of the report. IYT is to cooperate with any investigation conducted by the District in connection with such report.

IYT shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the IYT policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. IYT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each agency with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

Insurance

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

Commercial General Liability Insurance, including both bodily injury and property damage, with

limits as follows:

\$5,000,000 per occurrence

\$500,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal & adv. injury

\$10,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. IYT must provide proof that IYT's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that IYT's policy should have an exclusion for sexual molestation or abuse claims, then IYT shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, IYT's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

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

IYT, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, the IYT's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

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

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:



Michael Lynch, CEO
Improve Your Tomorrow

Date: 4/30/21

DocuSigned by:

Rose Ramos

CC6FE7C204D7402...

Rose Ramos, CBO
Sacramento City Unified School District

Date: 07/02/2021

Appendix A

Data Use Agreement

This agreement governs the conditions in which Improve Your Tomorrow must use, store, and safeguard the privacy of any and all student data (hereafter referred to as “Student Data”) received from the SCUSD pursuant to the signed Agreement between Improve Your Tomorrow and the SCUSD.

Student Data includes both student-specific data (where individual students are identifiable by name or student ID) and aggregate data (where no students are specifically identifiable).

The requested individual-level data includes:

- Student ID
- Ethnicity/Race
- Class Schedule
- Standardized Test Scores (SBACC, etc)
- Unofficial Student Transcripts
- Guardian Contact Information
- Access to online student grade book portal
- Suspension and Attendance data
- Individual Education Plan (if applicable)

General Purpose & Use of Student Data.

Improve Your Tomorrow will use the Student Data provided by the SCUSD to increase college enrollment rates for Improve Your Tomorrow students in SCUSD. Improve Your Tomorrow offers an array of strategic interventions to improve retention, including academic support, mentorship, internships, college advising, parent engagement and college tours. Regular data access will allow Improve Your Tomorrow staff to assess student progress and provide support as needed to ensure the students stay on track to enroll in college.

Improve Your Tomorrow acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Improve Your Tomorrow will not access, disclose or use any Student Data except to the extent such access, disclosure, or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. Improve Your Tomorrow will maintain the security of the Student Data at all times and will promptly notify the SCUSD in the event of any disclosure that is inconsistent with the terms of this Agreement.

Improve Your Tomorrow agrees to maintain the Student Data received with reasonable security measures, such that the Student Data cannot be viewed or accessed electronically or in printed form by unauthorized individuals, which includes but is not limited to administrative controls, physical controls, and technical controls, electronic security, such as password sign-on and sign-off procedures as appropriate and the proper placement of the equipment so that the screen cannot be viewed from a public location.

Improve Your Tomorrow agrees to refrain from redisclosing the Student Data to any other third party.

Improve Your Tomorrow agrees to destroy any Student Data contained in print form or electronically that is no longer needed for Improve Your Tomorrow's stated purpose and in such a way that identification of a student is not possible.

If Improve Your Tomorrow terminates the Agreement, goes out of business, files a petition under the Bankruptcy Code, or stops providing services to the SCUSD, it shall return to the SCUSD all Student Data in its possession.

Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Student Data transmitted under this Agreement, shall remain the exclusive property of the SCUSD.



CONTRACT APPROVAL AND ROUTING FORM

School Site/Department: C.A Jones Career & Edu Agreement/Contract With: CALJAC-

Provide a brief description of the agreement: The District shall contract with the CAL-JAC all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the or rate as income from the apprenticeship revenues generated by the attendance-71963 RSI hours

This agreement consists of the following documents: Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Career & Education Center

Period of Agreement: 07-01-2023 - 06-30-2024 Board Approval Date (if required):

Cancellation Terms: Either party may terminate at the end of fiscal year by giving written 30 notice

Amount \$ 718,190.74 Revenue (Grant, Award, Reimbursement for Services Provided)

Expenditure Zero-Dollar/Non-Fiscal

If Applicable, Requisition #: S24-00318

To Receive Funds, Invoicing Required: Yes No

Funding Source:

Contracts Use: Executed agreement provided to

Payment Terms:

Budget Accounting for invoicing

I have read and agree with the terms of this agreement:

By: Susan L. Gilmore, Direct. Adult I Dept. Manager/Principal (Print Name) Signature Date:

IAS or Cabinet Level Approval (required)

I approve as to substance:

By: Yvonne Wrightnt IAS or Chief (Print Name) Signature Date:

Purchasing/Contracts Review (required)

By: Tina Alvarez- Bevans Signature Date:

Legal Services Review (when necessary)

Changes necessary as specified on the document or on the attached memorandum.

Approved as to form.

By: (Print Name) Signature Date:

Risk Management Approval (required)

N/A

By: Keyshun Marshall (Print Name) Signature Date:

Insurance documents Received Issued Valid to:

Final Approval (required)

By: Lisa Allen, Interim Superintende CBO or Deputy Supt. (Print Name) Signature Date:

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2023, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Firefighter EMTs, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2023 through June 30, 2024.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.
2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 71,963 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance at an RSI rate of \$9.98 per hour of instruction. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CAL-JAC

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CAL-JAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District
Attn: Susan Lytle-Gilmore, Director
5451 Lemon Hill Avenue
Sacramento, CA 95824

California Firefighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Executive Director
1780 Creekside Oaks Drive
Sacramento, CA 95833
2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CAL-JAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Firefighter
Joint Apprenticeship Committee



Lisa Allen
Interim Superintendent

Yvonne de la Peña
Executive Director

Date: _____

Date: July 19, 2023

**AMENDMENT NO. 4 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
BALFOUR BEATTY / CLARK & SULLIVAN JOINT VENTURE**

This Amendment No. 4 to the Facilities Lease (“[Fourth] Amendment”) is made and entered into this 21st day of September 2023 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and Balfour Beatty / Clark & Sullivan Joint Venture (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated December 15, 2022, pertaining to the Cesar Chavez / Edward Kemble New Construction and Modernization Project (“Project”) at Cesar E. Chavez Elementary School and Edward Kemble Elementary School, located at 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822, respectively (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. Fourth Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

2. **Exhibit F** (Construction Schedule) to the Facilities Lease is amended and supplemented such that the existing Exhibit F is struck and replaced with the amended Exhibit F, which is attached hereto as **Attachment “2”** and incorporated herein by this reference. All references to Exhibit F in the Facilities Lease shall mean and refer to Attachment “2” hereto

3. **Section 11.1.2 of the Facilities Lease** is hereby replaced in its entirety by the following: It is hereby understood and agreed that the Contract Time for **Increment 1** of this Project shall be **three hundred thirty-five (335)** calendar days for construction and close-out, commencing with the Notice to Proceed construction phase and ending with completion of the construction work which will occur no later than 04/30/2024 (“Contract Time”). The Construction Schedule must be accepted by the District.

4. **Exhibit G** (Schedule of Values) to the Facilities Lease is amended and supplemented such that the existing Exhibit G is struck and replaced with the amended Exhibit G, which is attached hereto as **Attachment “3”** and incorporated herein by this reference. All references to Exhibit G in the Facilities Lease shall mean and refer to Attachment “3” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Fourth Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Fourth Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

Dated: 09/13/2023 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BALFOUR BEATTY – CLARK/SULLIVAN A JOINT VENTURE

By: _____

By:  _____

Name: Jesse Castillo

Name: Brian H. Cahill

Title: Assistant Superintendent

Title: President, California Division (JV Managing Party)

Attachment 1

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

Attachment 1

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

Attachment 1

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 This section intentionally blank.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
Demo of Unforeseen Site Utilities	\$42,000
Dryrot Repairs at Relocated Portables	\$26,000
Misc. Removal of Unmoved Items from Portables	\$8,800
Uzin Floor Skimming and Floating (2,856 SF of total 22,855 SF)	\$8,257
Manual Watering Irrigation Demo Areas	\$15,000
Process Wet Soils After Rain Event	\$15,000
Building Weather Protection	\$10,000
Clean, Prime, and Paint Gas Piping	\$7,200
Provide and Install Knox Boxes	\$4,877
Total Allowance Amount	\$137,134

Attachment 1

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

Attachment 1

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Two and eighty-nine hundredths percent (2.89%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One and

Attachment 1

eight tenths percent (1.80%) of the Cost of the Work for insurance and 80/100 percent (0.80%) of the Cost of the Work for payment and performance bonds.

2.1.9 Owner Contingency and Developer Contingency

2.1.9.1 The Guaranteed Maximum Price includes Owner and Developer Contingencies of three percent (3%) for the Owner Contingency and three percent (3%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps and other reasonably agreed upon usages. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

2.1.9.2 Developer Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingencies shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the

Attachment 1

payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Attachment 1

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The

Attachment 1

covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

Attachment 1

ATTACHMENT 1

GENERAL CONDITIONS COSTS

\$104,681 (Monthly)

Allowable general conditions cost as shown per below table

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety & E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Attachment 1

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards	X			
19	Watchman Service	X			
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Attachment 1

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs	X			
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Attachment 1

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	

Attachment 1

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

Pre-Construction Fees:	\$ 74,810
Amendment 1 Increment 01 Early Procurement of Long Lead Items:	\$ 76,836
Amendment 2 Increment 01 Early Procurement of Long Lead Items:	\$ 535,166
Amendment 3 Increment 01 Construction	\$ 11,246,889
Amendment 4 Increment 01 CCD 02 Construction	\$ (1,588,157)
Total Adjusted GMP (Pre-Construction Fees + Amendments 1-4):	\$ 10,345,544

See the following page for supporting documents.

SCUSD Chavez-Kemble ES CCD #002

Prepared By: Michael Flores

Project Location: 7495 29th Street, Sacramento, CA 95822, United States of America



DIRECT COSTS				
Number	Name	Estimated Cost	Soft Awarded Company	Leveled Bid
1	Electrical, Communications, Underground Infrastructure		Con. J. Franke Electric	\$552,124
2	Earthwork, Rough Grade, Fine Grade & Lime Treat		O.C. Jones & Sons Inc.	\$419,941
3	Site Utilities		Waller, Inc.	\$1,067,449
Total				\$2,039,514

GC's & GR's				
Number	Description	Calculation Type	Calculation	Amount
General Conditions				
	General Conditions	Rate	7 x \$104,681 / months	\$732,767
	General Requirements	Rate	7 x \$35,293 / months	\$247,051
Total				\$979,818

Project Subtotal	\$3,019,332
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INDIRECT COSTS				
Number	Description	Calculation Type	Calculation	Amount
Insurance & Bonds				
	Builders Risk Premium @.70%	Lump sum		\$25,604
	Payment & Performance Bonds @ .8%	Lump sum		\$27,174
	GL Insurance @ 1.10%	Lump sum		\$36,232
Contingency (Fee Not Included)				\$181,160
	Owner Contingency @ 3%	Lump sum		\$90,580
	Construction Contingency @ 3%	Lump sum		\$90,580
Fees				
	GC Fee @ 2.89%	Lump sum		\$87,259
Total				\$357,429

CCD #002 Project Total	\$3,376,761
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Electrical, Communications,
Electronic Safety & Security
Pathway

Base Bid

Total Scope Bid

LINE ITEMS

Electrical, Communications, Electronic Safety &
Security (excluding trenching/backfill)

OTHER COSTS

LCP Tracker & Textura

Trenching & Backfill by Waller, Inc.

Offhaul of Clean Spoils by OC Jones (QTY) 250
cuyds

Bond

GENERAL INFORMATION

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

Con. J. Franke Electric

Submitted by John Shepard

\$446,112

\$552,124

Total Cost

\$446,112

\$106,012

\$15,000

\$64,187

\$16,325

\$10,500

288366

C10

1000000355

.69



ELECTRICAL CONTRACTING & ENGINEERING
STOCKTON CA. SINCE 1925

BID LETTER

DIVISIONS 26

TO: BALFOUR BEATTY/CLARK SULLIVAN
ATTN: MICHAEL FLORES
FAX:
PHONE:
E-Mail: mflores@clarksullivan.com

BID DATE: 08/24/2023
TIME: 2:00 PM

PROJECT: KEMBLE-CHAVEZ CCD-002 – REV. 1
\$446,111.13

ADDENDUMS NOTED: V2 DRAFT

INCLUSIONS:

- 1) INCLUDES ALL ELECTRICAL COMPLETE PER MARKED UP SITE PLAN ATTACHED. CONDUITS TO WITHIN 5' OF BUILDING PAD. CONDUIT SYSTEM ONLY, NO WIRING!
- 2) INCLUDES COORDINATION WITH OTHER TRADES, AS NEEDED, FOR OUR INSTALLATIONS
- 3) INCLUDES CONCRETE PULL BOXES AS SHOWN.
- 4) INCLUDES ALL APPLICABLE TAXES

EXCLUSIONS:

- 1) EXCLUDES EXCAVATION, BACKFILL, AND COMPACTION FOR OUR DUCTBANK INSTALLATIONS
- 2) EXCLUDE PERMITS, FEES, UTILITY FEES AND PERFORMANCE & PAYMENT BONDS.
- 3) CON J. FRANKE ELECTRIC DOES NOT ACCEPT TYPE 1 INDEMNIFICATION LANGUAGE.
- 4) EXCLUDE ALL FEE'S ASSOCIATED WITH SOFTWARE REQUIRED BY OWNER OR CONTRACTOR IN RELATION TO BIM, PROJECT MANAGEMENT, DOCUMENTATION CONTROL, FINANCIAL CONTROL, PAYMENT MANAGEMENT, ETC
- 5) EXCLUDE ALL ELECTRICAL WORK NOT SPECIFICALLY LISTED ABOVE OR SHOWN ON THE ELECTRICAL DRAWINGS
- 6) EXCLUDE ALL CONDUCTORS AND LOW VOLTAGE WIRING.
- 7) EXCLUDE TEMPORARY CONSTRUCTION POWER AND LIGHTING
- 8) EXCLUDE TEMPORARY FACILITIES AND CONTROLS
- 9) EXCLUDE ROOFING, FENCING, DE-WATERING, STORM WATER RECOVERY & SWPPP'S, DUST CONTROL, WASH-DOWN FACILITY, LANDSCAPING AND SITE SECURITY

317 N Grant Street Stockton, California 95202-2600 Phone (209) 462-0717 Fax (209) 462-2556



License # 288366





ELECTRICAL CONTRACTING & ENGINEERING
STOCKTON CA. SINCE 1925

- 10) EXCLUDE ALL SURVEYING AND STAKING; TO INCLUDE, BUT NOT LIMITED TO; LAND SURVEYING (COORDINATES, 4-POINT ELEVATIONS, POINT CALCULATIONS, BENCHMARKS, AND GRADING) AND IMAGING SURVEYS (I.E.: GPR OR X-RAY SCANS)
- 11) EXCLUDE ALL DEMO (EXCEPT TO MAKE ELECTRICALLY SAFE) ; BUILDING STRUCTURES, CONCRETE PADS, POLE BASES, UG CONDUITS & DUCTBANKS AND OTHER DEMO
- 12) EXCLUDE DUMPSTER AND REMOVAL OF SPOILS, INCLUDING EXCESS TRENCHING SOILS
- 13) EXCLUDE BOLLARDS, RAILINGS, AND POSTS
- 14) EXCLUDE PAINTING AND PATCHING OF WALLS AND CEILINGS FOR OUR INSTALLATIONS.
- 15) EXCLUDE PAINTING OF CONDUITS, IF REQUIRED
- 16) EXCLUDE ALL CONCRETE PADS (NOT LISTED ABOVE), FLOW METER VAULTS, LEVELLING CHANNEL, CURBS, SIDEWALKS, AND FLATWORK
- 17) EXCLUDE SUN SHIELD/SHADE STRUCTURES. WE WILL SUPPLY INDIVIDUAL SUN SHIELDS ONLY FOR OUR INSTRUMENTS WHERE REQUIRED
- 18) EXCLUDE SAWCUT, REMOVAL, DISPOSAL AND PATCH-BACK OF AC AND CONCRETE; INCLUDING CIVIL AND PAVING SPECIFICATIONS AND ASSOCIATED WORK SUCH AS FORMS, FABRIC, CUT-BACK, SCARIFICATION, SUB-GRADE AB, AND AB COMPACTION
- 19) EXCLUDE 3RD PARTY TESTING AND INSPECTIONS, IF REQUIRED.
- 20) EXCLUDE WELDING AND/OR GAS TORCH CUTTING, IF REQUIRED
- 21) EXCLUDE DEMO AND OR REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS OR WASTE; NOT BROUGHT ON SITE BY CJF
- 22) EXCLUDE ALL TRAFFIC SIGNAL WORK (NEW OR TEMPORARY), TRAFFIC CONTROL, AND/OR FLAGMEN
- 23) EXCLUDE ALL ELECTRICAL TESTING FOR EQUIPMENT, MOTORS AND OR DEVICES NOT LISTED AS INCLUDED BY CJF HEREIN

GENERAL TERMS:

- WE DO NOT ACCEPT OR AGREE TO ANY CHANGES TO THIS PROPOSAL
- UNLESS NOTED ABOVE, THIS BID IS LIMITED TO THE ELECTRICAL PLANS AND SPECIFICATIONS, ASSOCIATED WITH THE SCOPE INCLUDED IN THIS BID
- ALL WORK IS ESTIMATED TO BE INSTALLED ON DE-ENERGIZED EQUIPMENT, DURING NORMAL WORKING HOURS
- INCLUDES ALL APPLICABLE TAXES
- THIS PROPOSAL IS SUBJECT TO A MUTUALLY ACCEPTABLE CONTRACT & SCHEDULE
- ALL ELECTRICAL WORK SHALL BE PERFORMED BY CERTIFIED ELECTRICIANS AS REQUIRED BY CALIFORNIA STATE LAW
- ALL LABOR IS PROPOSED AT PREVAILING WAGE
- INCLUDES COORDINATION WITH OTHER TRADES, AS NEEDED, FOR OUR INSTALLATIONS
- CONTRACTOR UNDERSTANDS CJF WILL NOT PERFORM ANY WORK OR ISSUE ANY PO'S RELATED TO THIS PROPOSAL UNTIL WE ARE IN POSSESSION OF A FULLY EXECUTED CONTRACT
- CJF DOES NOT ACCEPT ANY CONTRACT LANGUAGE THAT MODIFIES THE BID SCOPE HEREIN

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License # 288366





ELECTRICAL CONTRACTING & ENGINEERING
STOCKTON CA. SINCE 1925

- CJF SHALL NOT BE LIABLE FOR ANY DELAYS ATTRIBUTED TO EXECUTION OF A SUBCONTRACT THAT DOES NOT INCLUDE ALL TERMS, INCLUSIONS AND EXCLUSIONS AS LISTED HEREIN
- CON J. FRANKE ELECTRIC IS **NOT** CERTIFIED AS A SBE, DBE, MBE, WBE OR DVBE CONTRACTOR
- ALL IBEW UNION LABOR AND AN EQUAL OPPORTUNITY EMPLOYEES
- IF OUR PROPOSAL IS USED IN THE BID OF THE SUCCESSFUL CONTRACTOR, THE CONTRACTOR AGREES TO AWARD US A SUBCONTRACT FOR ALL WORK INCLUDED AND EXCLUDED IN OUR PROPOSAL IN ACCORDANCE WITH THE TERMS OF THE CONTRACT DOCUMENTS AS MODIFIED BY THE CONDITIONS SET FORTH IN THIS SCOPE LETTER AND IN THE AMOUNT SET FORTH IN OUR PROPOSAL
- FORCE MAJEURE: Con J Franke Electric shall not be liable for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of CJF (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the CJFs' reasonable control. CJF shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, CJF shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual costs basis.
- ESCALATION CLAUSE: In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of CJFs, CJF shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of CJFs, as a result of material shortage or unavailability, CJF shall not be liable for any additional costs or damages associated with such delay(s).

DUE TO VOLATILE MATERIAL PRICING, THIS PROPOSAL IS VALID FOR 30 DAYS

REGARDING THIS BID, CONTACT: **JOHN SHEPARD** - john.shepard@cjfranke.com
Direct: 209-639-4341

CA LICENSE: #288366 CLASSIFICATION: C-10 EXPIRATION DATE: 6/30/2024
DIR#: 100000355 REGISTERED: 5/12/2016 EXPIRATION DATE: 6/30/2024

317 N Grant Street Stockton, California 95202-2600 Phone (209) 462-0717 Fax (209) 462-2556



License # 288366



Job ID: JOB-0873
Project: KEMBLE CHAVEZ - CCD-002 - FINAL-rev.1



IntelliBid

Summary by Item Number

Vendor: CHANGE ORDER

Labor Level: LABOR 3

23 Aug 2023 11:52:13

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Labor Unit	Lab Result
1		UG PB	M	1.00	EA	3,500.0000	3,500.00	12.0000	12.00
10001	3/4	GRC	M	40.00	FT	4.3311	173.25	0.0900	3.60
10002	1	GRC	M	10.00	FT	6.7324	67.32	0.1050	1.05
10003	1 1/4	GRC	M	30.00	FT	9.9088	297.26	0.1200	3.60
10006	2 1/2	GRC	M	10.00	FT	25.5420	255.42	0.2250	2.25
10007	3	GRC	M	20.00	FT	29.3316	586.63	0.3000	6.00
10008	3 1/2	GRC	M	30.00	FT	38.3796	1,151.39	0.3750	11.25
10164	3/4	PVC SCH 40	M	300.00	FT	1.3267	398.01	0.0540	16.20
10166	1 1/4	PVC SCH 40	M	2,400.00	FT	2.8356	6,805.52	0.0684	164.16
10169	2 1/2	PVC SCH 40	M	400.00	FT	6.3688	2,547.51	0.0717	28.68
10175	3/4	PVC SCH 40 10' LAID IN TRENCH	M	2,200.00	FT	1.3267	2,918.75	0.0550	121.00
10176	1	PVC SCH 40 10' LAID IN TRENCH	M	150.00	FT	1.9793	296.89	0.0575	8.63
10179	2	PVC SCH 40 10' LAID IN TRENCH	M	3,000.00	FT	4.0288	12,086.39	0.0506	151.88
10181	3	PVC SCH 40 10' LAID IN TRENCH	M	400.00	FT	7.7096	3,083.85	0.0675	27.00
10182	3 1/2	PVC SCH 40 10' LAID IN TRENCH	M	1,500.00	FT	10.0035	15,005.24	0.0667	100.09
10548	3/4	CONDUIT CUT/THRD/REAM	M	8.00	EA	0.0000	0.00	0.2500	2.00
10549	1	CONDUIT CUT/THRD/REAM	M	2.00	EA	0.0000	0.00	0.3000	0.60
10550	1 1/4	CONDUIT CUT/THRD/REAM	M	6.00	EA	0.0000	0.00	0.3600	2.16
10553	2 1/2	CONDUIT CUT/THRD/REAM	M	2.00	EA	0.0000	0.00	0.8100	1.62
10554	3	CONDUIT CUT/THRD/REAM	M	4.00	EA	0.0000	0.00	1.0500	4.20
10555	3 1/2	CONDUIT CUT/THRD/REAM	M	6.00	EA	0.0000	0.00	1.2700	7.62
20022	3/4	GRC 90-DEG ELBOW	M	8.00	EA	9.5042	76.03	0.6000	4.80
20023	1	GRC 90-DEG ELBOW	M	2.00	EA	14.6222	29.24	0.7500	1.50
20024	1 1/4	GRC 90-DEG ELBOW	M	6.00	EA	20.5060	123.04	0.9000	5.40
20027	2 1/2	GRC 90-DEG ELBOW	M	2.00	EA	82.4665	164.93	2.2500	4.50
20028	3	GRC 90-DEG ELBOW	M	4.00	EA	108.1462	432.58	3.0000	12.00
20029	3 1/2	GRC 90-DEG ELBOW	M	6.00	EA	137.9531	827.72	3.7500	22.50
30001	3/4	GRC/IMC COUPLING	M	8.00	EA	3.2071	25.66	0.2600	2.08

Con J Franke

Phone:

Web:

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Labor Unit	Lab Result
30002	1	GRC/IMC COUPLING	M	2.00	EA	4.6872	9.37	0.3000	0.60
30003	1 1/4	GRC/IMC COUPLING	M	6.00	EA	6.2787	37.67	0.3400	2.04
30006	2 1/2	GRC/IMC COUPLING	M	2.00	EA	28.9939	57.99	0.5200	1.04
30007	3	GRC/IMC COUPLING	M	4.00	EA	33.4568	133.83	0.6000	2.40
30008	3 1/2	GRC/IMC COUPLING	M	6.00	EA	45.0945	270.57	0.6700	4.02
31320	3/4	PVC FEMALE ADAPTER	M	8.00	EA	0.6321	5.06	0.2400	1.92
31321	1	PVC FEMALE ADAPTER	M	2.00	EA	0.8439	1.69	0.2700	0.54
31322	1 1/4	PVC FEMALE ADAPTER	M	6.00	EA	1.1709	7.03	0.3000	1.80
31325	2 1/2	PVC FEMALE ADAPTER	M	2.00	EA	3.6879	7.38	0.6000	1.20
31326	3	PVC FEMALE ADAPTER	M	4.00	EA	4.5312	18.12	0.7500	3.00
31327	3 1/2	PVC FEMALE ADAPTER	M	6.00	EA	6.0003	36.00	0.9700	5.82
40043	OUNCE	PVC (GLUE) CEMENT	M	691.00	OZ	0.8859	612.17	0.0149	10.31
40120	3/4	GRND BUSHING INSULATED	M	8.00	EA	5.4142	43.31	0.4100	3.28
40121	1	GRND BUSHING INSULATED	M	2.00	EA	4.8142	9.63	0.4500	0.90
40122	1 1/4	GRND BUSHING INSULATED	M	6.00	EA	7.6544	45.93	0.5250	3.15
40125	2 1/2	GRND BUSHING INSULATED	M	2.00	EA	13.5879	27.18	1.0500	2.10
40126	3	GRND BUSHING INSULATED	M	4.00	EA	17.8080	71.23	1.2000	4.80
40127	3 1/2	GRND BUSHING INSULATED	M	6.00	EA	22.0986	132.59	1.3500	8.10
390111	2 x 3	CARLON SNAP-LOC BASE SPACER	M	360.00	EA	2.5120	904.33	0.1200	43.20
390113	3 x 2	CARLON SNAP-LOC BASE SPACER	M	80.00	EA	2.5503	204.02	0.2700	21.60
390118	4 x 3	CARLON SNAP-LOC BASE SPACER	M	300.00	EA	2.9455	883.65	0.2550	76.50
390131	2 x 3	CARLON SNAP-LOC INTERMEDIATE SPACER	M	240.00	EA	2.4072	577.74	0.1200	28.80
390270	12" WIDE	HAND TRIM SANDY TRENCH	M	2,350.00	FT	0.5000	1,175.00	0.0300	70.50
390627	6"	RED ELECTRIC CAUTION TAPE	M	7,059.00	FT	0.0818	577.59	0.0054	38.12
390739	#3	STEEL REBAR	M	4,758.00	FT	0.6073	2,889.63	0.0360	171.29
390766	24" WIDE	3" SAND BEDDING	M	1,300.00	FT	0.4615	600.00	0.0000	0.00
390777		SAND ENCASEMENT	M	141.00	YD	25.3050	3,568.01	0.2225	31.37
400449	24 1/2"x36"x12"	N40-BOX PRECAST ELECT	M	3.00	EA	263.4700	790.41	15.0000	45.00
400453		N40-61J STL-COVER	M	3.00	EA	469.1600	1,407.48	1.5000	4.50
400454	10"	N40X10 EXTENSION	M	3.00	EA	192.3700	577.11	3.9000	11.70
400458	30 1/4"x48 1/4"x14"	N48-BOX PRECAST ELECT	M	1.00	EA	2,500.0000	2,500.00	15.0000	15.00
400462		N48-62J STL-COVER	M	1.00	EA	415.1600	415.16	1.5000	1.50
400463	10"	N48X10 EXTENSION	M	1.00	EA	222.7900	222.79	3.9000	3.90
Phase/Group totals:						69,672.31		1,348.36	
Job totals:						69,672.31		1,348.36	

Grand Material, Quote, Equipment, and Subcontract Total: 69,672.31

Job ID: JOB-0873
Project: KEMBLE CHAVEZ - CCD-002 - FINAL-rev.1



Takeoff

Vendor: CHANGE ORDER

Labor Level: LABOR 3

23 Aug 2023 12:07:34

Phase: EXCAVATION & BACKFILL

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
390382	600.00	FT	E	24"W x 36"D	BACKHOE TRENCHING SANDY	0.0000	0.00	0.0468	28.08
390439	600.00	FT	E	24"W 48"D	BACKHOE BACKFILL SANDY TRENCH	0.0000	0.00	0.1620	97.20
390766	600.00	FT	M	24" WIDE	3" SAND BEDDING	1.0000	600.00	0.0000	0.00
390825	400.00	FT	E	4">6"W 30"D	DITCH WITCH RT12 CLAY TRENCH	0.0000	0.00	0.0580	23.19
390382	200.00	FT	E	24"W x 36"D	BACKHOE TRENCHING SANDY	0.0000	0.00	0.0468	9.36
390439	200.00	FT	E	24"W 48"D	BACKHOE BACKFILL SANDY TRENCH	0.0000	0.00	0.1620	32.40
390766	200.00	FT	M	24" WIDE	3" SAND BEDDING	0.0000	0.00	0.0000	0.00
390382	500.00	FT	E	24"W x 36"D	BACKHOE TRENCHING SANDY	0.0000	0.00	0.0398	19.89
390439	500.00	FT	E	24"W 48"D	BACKHOE BACKFILL SANDY TRENCH	0.0000	0.00	0.1620	81.00
390766	500.00	FT	M	24" WIDE	3" SAND BEDDING	0.0000	0.00	0.0000	0.00
390825	150.00	FT	E	4">6"W 30"D	DITCH WITCH RT12 CLAY TRENCH	0.0000	0.00	0.0580	8.70
390270	150.00	FT	M	12" WIDE	HAND TRIM SANDY TRENCH	0.5000	75.00	0.0300	4.50
390825	150.00	FT	E	4">6"W 30"D	DITCH WITCH RT12 CLAY TRENCH	0.0000	0.00	0.0580	8.70
390825	1,100.00	FT	E	4">6"W 30"D	DITCH WITCH RT12 CLAY TRENCH	0.0000	0.00	0.0580	63.78
390825	1,100.00	FT	E	4">6"W 30"D	DITCH WITCH RT12 CLAY TRENCH	0.0000	0.00	0.0580	63.78
390777	141.00	YD	M		SAND ENCASEMENT	1.0000	141.00	0.0000	0.00
Phase Totals:							816.00		440.57
Job Totals:							816.00		440.57

Con J Franke

Phone:
Web:

GENERAL SHEET NOTES

- A. CALL U.S.A. PRIOR TO UNDERGROUND WORK, 1-800-227-2600.
- B. PULLBOX AND HANDHOLE LOCATIONS ARE DIAGRAMMATIC AND NOT DIMENSIONED. LOCATE NEW HANDHOLES IN CLOSEST LANDSCAPED AREA WHEREVER POSSIBLE. COORDINATE WITH LANDSCAPE ARCHITECT. PROVIDE WITH STEEL TRAFFIC RATED LID IN ANY AREA SUBJECT TO VEHICULAR TRAFFIC.
- C. PROVIDE 6 INCH WIDE UNDERGROUND WARNING TAPE ABOVE ALL NEW UNDERGROUND CONDUITS/CABLES. INSTALL AT 12-INCHES ABOVE THE CONDUITS/CABLES. PROVIDE 'RED' TAPE FOR POWER APPLICATIONS. PROVIDE 'ORANGE' TAPE FOR LOW VOLTAGE APPLICATIONS. PROVIDE BOTH 'RED' AND 'ORANGE' TAPES FOR JOINT TRENCH APPLICATIONS.
- D. HANDHOLES/PULLBOXES FOR SITE LIGHTING SHALL BE MIN. N16. LID SHALL BE ENGRAVED "LIGHTING" - MINIMUM CONDUIT SIZE 1", MINIMUM WIRE SIZE #10 FOR SITE LIGHTING.
- E. PROVIDE A PULL STRING IN ALL EMPTY CONDUITS.

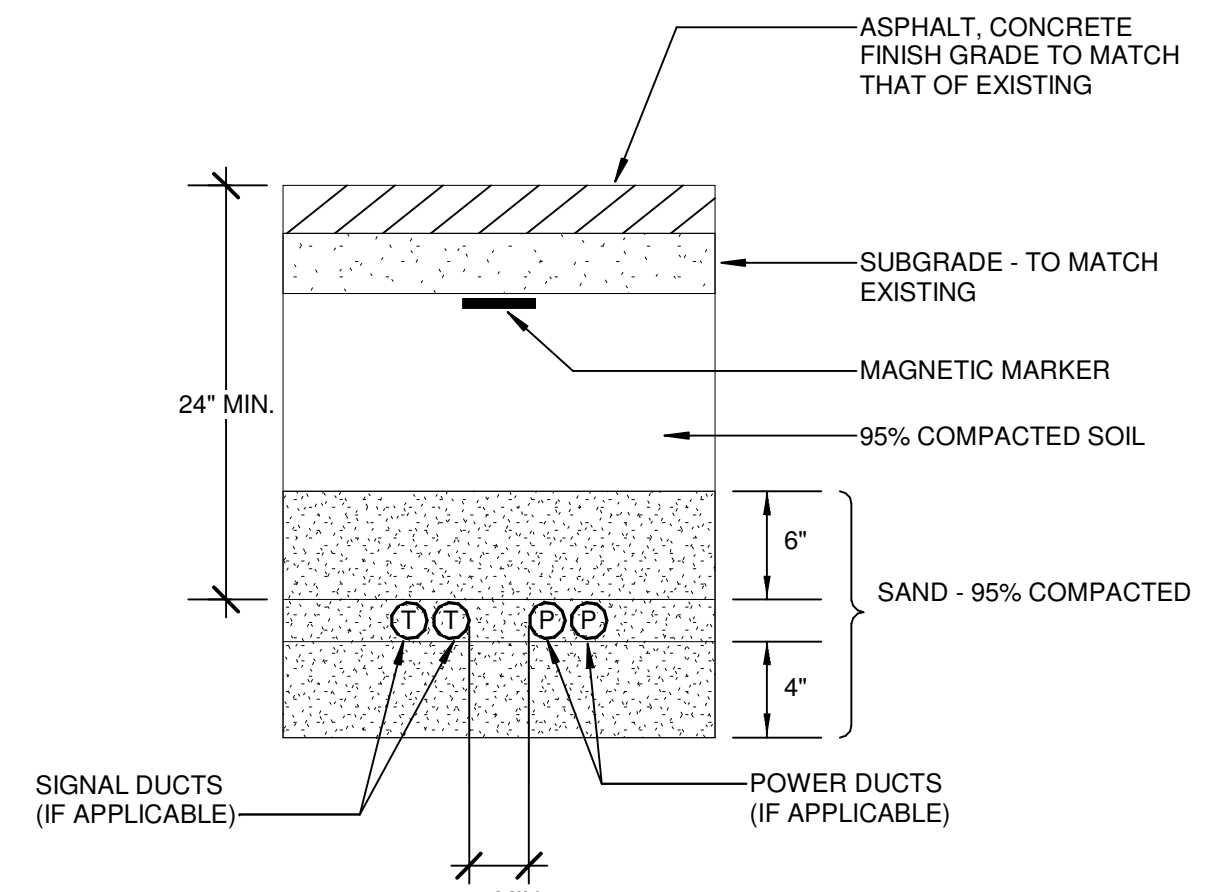
NUMBERED SHEET NOTES

- 1] COORDINATE NEW PRIMARY RISER AT EXISTING UTILITY POLE FOR NEW SMUD SERVICE.
- 2] PROVIDE NEW SMUD PRIMARY PULLBOX, 4'-0" X 6'-0", PER SMUD COMMITMENT DRAWINGS.
- 3] EXTEND CONDUIT FOR POWER UTILITY PRIMARY, 2"-4", PER SMUD COMMITMENT DRAWINGS.
- 4] POWER FEEDER IN JOINT TRENCH, REFER TO POWER ONE-LINE DIAGRAM FOR FEEDER REQUIREMENTS.
- 5] EXTEND CONDUITS TO BUILDING ELECTRICAL OR TELECOMMUNICATIONS ROOM. REFER TO ENLARGED ROOM PLANS FOR EXACT LOCATION.
- 6] EXTEND AT&T AND COMCAST FROM EXISTING UTILITY POLE. COORDINATE POLE RISER REQUIREMENTS.
- 7] PROVIDE NEW TEICHERT PRECAST 36" X 60" PULLBOX PER AT&T STANDARDS, REFER TO AT&T ENGINEERING SPECIFICATIONS.
- 8] PROVIDE 2'-4" MTC FOR AT&T AND 1'-2" MTC FOR COMCAST LOW VOLTAGE UTILITIES. PROVIDE MULE TAPE IN EMPTY CONDUITS BACK TO UTILITY POLE.
- 9] 5'-2" LOW VOLTAGE CONDUIT DUCT BANK, REFER TO LOW VOLTAGE RISER DIAGRAMS FOR ADDITIONAL REQUIREMENTS.
- 10] PROVIDE 3/4"Ø AND 1/2"Ø FOR POWER AND DATA FOR DIGITAL MARQUEE DISPLAY BACK TO MDF AND ELECTRICAL ROOM IN BUILDING A. COORDINATE POWER CONNECTION REQUIREMENTS WITH SIGNAGE VENDOR SHOP DRAWINGS.
- 11] PROVIDE 3/4"Ø FOR PIV. STUB INTO ACCESSIBLE CEILING SPACE AND TIE INTO SLC CIRCUIT. REFER TO SHEET C.E-511A FOR ADDITIONAL INFORMATION.
- 12] PROVIDE 120V CONNECTION FOR IRRIGATION CONTROLLER. PROVIDE LOW VOLTAGE CONNECTION FROM BUILDING C IDF ROOM C112 IN 1"Ø. COORDINATE EXACT LOCATION WITH LANDSCAPE DRAWINGS.
- 13] FEEDER TO FUTURE PV PANELS AT SHADE STRUCTURE, REFER TO POWER ONE-LINE DIAGRAM.
- 14] PROVIDE A POWER PEDESTAL, LEGRAND/WIREMOLD XPP1G30 SERIES OR EQUAL WITH SEPARATE WHILE-IN-USE WEATHERPROOF COVER SUITABLE FOR THE SPECIALTY OUTLET. CONFIRM OUTLET CONFIGURATION WITH THE OWNER.
- 15] PROVIDE DISCONNECT OR SERVICE PEDESTAL FOR TEMPORARY POWER CONNECTION TO MOBILE TRAILER.
- 16] FEEDER FOR IRRIGATION PUMP, REFER TO POWER ONE-LINE DIAGRAM.

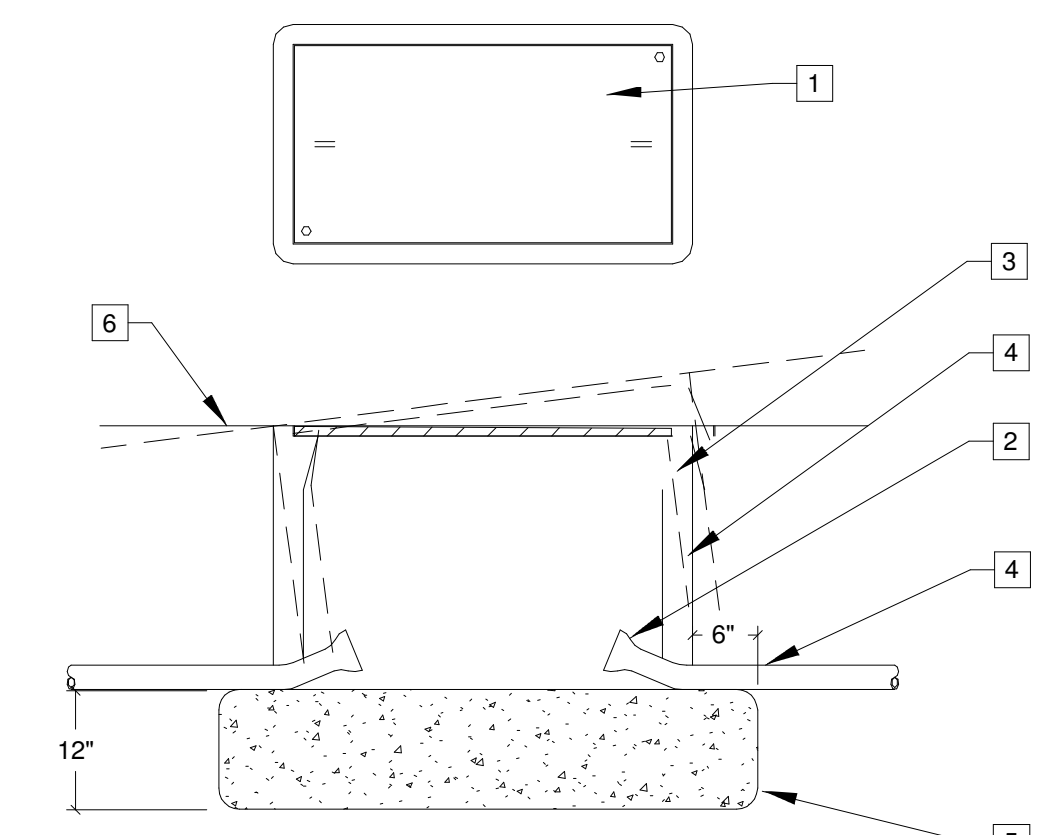
- PULLBOXES**
- 30" x 60" (N52)
 - 30" x 48" (N48)
 - 24" x 36" (N40)
 - 48" x 72" (SMUD)

Duct Bank Trenches

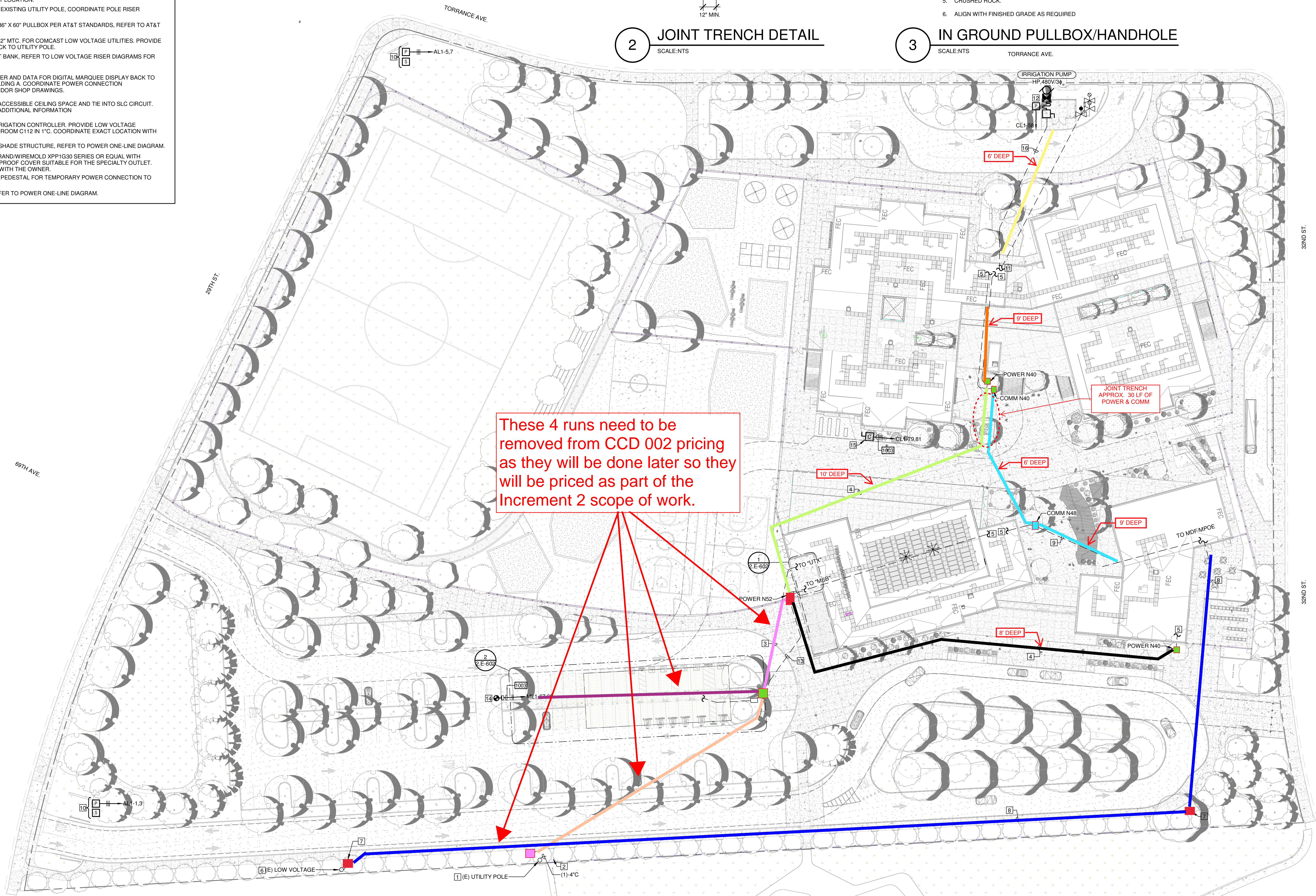
- 36" D X 24" W
- 36" D X 18" W
- 30" D X 12" W
- 40" D X 24" W
- 36" D X 24" W
- 36" D X 24" W
- 30" D X 18" W
- 48" D X 36" W
- 30" D X 12" W



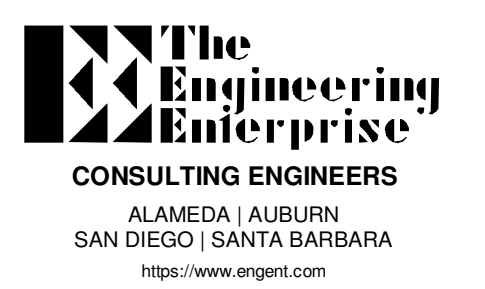
2 JOINT TRENCH DETAIL
SCALE: NTS



3 IN GROUND PULLBOX/HANDHOLE
SCALE: NTS



1 ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"



PROJECT
**KEMBLE - CHAVEZ
ELEMENTARY SCHOOL
PORTABLE CLASSROOM
RELOCATION INCREMENT 1**
7495 29TH ST
SACRAMENTO, CA 95822

CLIENT
SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT
5735 47TH AVE, SACRAMENTO CA 95824

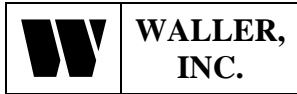
MARK	DATE	DESCRIPTION
2	06-30-2023	INC #1 CCD NO.2

MANAGEMENT	
LIONAKIS PROJECT NO:	022063
CLIENT PROJECT NO:	N/A
COPYRIGHT:	LIONAKIS 2021

TITLE
ELECTRICAL SITE PLAN

SHEET
1.E-101

IF THIS SHEET IS NOT 30"x42", IT IS A REDUCED PRINT. SCALE ACCORDINGLY. 0 1/4" 1/2" 1" 2" 3" 4" 5" 6" 7" 8" 9" 10" 11" 12" 13" 14" 15" 16" 17" 18" 19" 20" 21" 22" 23" 24" 25" 26" 27" 28" 29" 30" 31" 32" 33" 34" 35" 36" 37" 38" 39" 40" 41" 42" 43" 44" 45" 46" 47" 48" 49" 50" 51" 52" 53" 54" 55" 56" 57" 58" 59" 60" 61" 62" 63" 64" 65" 66" 67" 68" 69" 70" 71" 72" 73" 74" 75" 76" 77" 78" 79" 80" 81" 82" 83" 84" 85" 86" 87" 88" 89" 90" 91" 92" 93" 94" 95" 96" 97" 98" 99" 100" 101" 102" 103" 104" 105" 106" 107" 108" 109" 110" 111" 112" 113" 114" 115" 116" 117" 118" 119" 120" 121" 122" 123" 124" 125" 126" 127" 128" 129" 130" 131" 132" 133" 134" 135" 136" 137" 138" 139" 140" 141" 142" 143" 144" 145" 146" 147" 148" 149" 150" 151" 152" 153" 154" 155" 156" 157" 158" 159" 160" 161" 162" 163" 164" 165" 166" 167" 168" 169" 170" 171" 172" 173" 174" 175" 176" 177" 178" 179" 180" 181" 182" 183" 184" 185" 186" 187" 188" 189" 190" 191" 192" 193" 194" 195" 196" 197" 198" 199" 200" 201" 202" 203" 204" 205" 206" 207" 208" 209" 210" 211" 212" 213" 214" 215" 216" 217" 218" 219" 220" 221" 222" 223" 224" 225" 226" 227" 228" 229" 230" 231" 232" 233" 234" 235" 236" 237" 238" 239" 240" 241" 242" 243" 244" 245" 246" 247" 248" 249" 250" 251" 252" 253" 254" 255" 256" 257" 258" 259" 260" 261" 262" 263" 264" 265" 266" 267" 268" 269" 270" 271" 272" 273" 274" 275" 276" 277" 278" 279" 280" 281" 282" 283" 284" 285" 286" 287" 288" 289" 290" 291" 292" 293" 294" 295" 296" 297" 298" 299" 300" 301" 302" 303" 304" 305" 306" 307" 308" 309" 310" 311" 312" 313" 314" 315" 316" 317" 318" 319" 320" 321" 322" 323" 324" 325" 326" 327" 328" 329" 330" 331" 332" 333" 334" 335" 336" 337" 338" 339" 340" 341" 342" 343" 344" 345" 346" 347" 348" 349" 350" 351" 352" 353" 354" 355" 356" 357" 358" 359" 360" 361" 362" 363" 364" 365" 366" 367" 368" 369" 370" 371" 372" 373" 374" 375" 376" 377" 378" 379" 380" 381" 382" 383" 384" 385" 386" 387" 388" 389" 390" 391" 392" 393" 394" 395" 396" 397" 398" 399" 400" 401" 402" 403" 404" 405" 406" 407" 408" 409" 410" 411" 412" 413" 414" 415" 416" 417" 418" 419" 420" 421" 422" 423" 424" 425" 426" 427" 428" 429" 430" 431" 432" 433" 434" 435" 436" 437" 438" 439" 440" 441" 442" 443" 444" 445" 446" 447" 448" 449" 450" 451" 452" 453" 454" 455" 456" 457" 458" 459" 460" 461" 462" 463" 464" 465" 466" 467" 468" 469" 470" 471" 472" 473" 474" 475" 476" 477" 478" 479" 480" 481" 482" 483" 484" 485" 486" 487" 488" 489" 490" 491" 492" 493" 494" 495" 496" 497" 498" 499" 500" 501" 502" 503" 504" 505" 506" 507" 508" 509" 510" 511" 512" 513" 514" 515" 516" 517" 518" 519" 520" 521" 522" 523" 524" 525" 526" 527" 528" 529" 530" 531" 532" 533" 534" 535" 536" 537" 538" 539" 540" 541" 542" 543" 544" 545" 546" 547" 548" 549" 550" 551" 552" 553" 554" 555" 556" 557" 558" 559" 560" 561" 562" 563" 564" 565" 566" 567" 568" 569" 570" 571" 572" 573" 574" 575" 576" 577" 578" 579" 580" 581" 582" 583" 584" 585" 586" 587" 588" 589" 590" 591" 592" 593" 594" 595" 596" 597" 598" 599" 600" 601" 602" 603" 604" 605" 606" 607" 608" 609" 610" 611" 612" 613" 614" 615" 616" 617" 618" 619" 620" 621" 622" 623" 624" 625" 626" 627" 628" 629" 630" 631" 632" 633" 634" 635" 636" 637" 638" 639" 640" 641" 642" 643" 644" 645" 646" 647" 648" 649" 650" 651" 652" 653" 654" 655" 656" 657" 658" 659" 660" 661" 662" 663" 664" 665" 666" 667" 668" 669" 670" 671" 672" 673" 674" 675" 676" 677" 678" 679" 680" 681" 682" 683" 684" 685" 686" 687" 688" 689" 690" 691" 692" 693" 694" 695" 696" 697" 698" 699" 700" 701" 702" 703" 704" 705" 706" 707" 708" 709" 710" 711" 712" 713" 714" 715" 716" 717" 718" 719" 720" 721" 722" 723" 724" 725" 726" 727" 728" 729" 730" 731" 732" 733" 734" 735" 736" 737" 738" 739" 740" 741" 742" 743" 744" 745" 746" 747" 748" 749" 750" 751" 752" 753" 754" 755" 756" 757" 758" 759" 760" 761" 762" 763" 764" 765" 766" 767" 768" 769" 770" 771" 772" 773" 774" 775" 776" 777" 778" 779" 780" 781" 782" 783" 784" 785" 786" 787" 788" 789" 790" 791" 792" 793" 794" 795" 796" 797" 798" 799" 800" 801" 802" 803" 804" 805" 806" 807" 808" 809" 810" 811" 812" 813" 814" 815" 816" 817" 818" 819" 820" 821" 822" 823" 824" 825" 826" 827" 828" 829" 830" 831" 832" 833" 834" 835" 836" 837" 838" 839" 840" 841" 842" 843" 844" 845" 846" 847" 848" 849" 850" 851" 852" 853" 854" 855" 856" 857" 858" 859" 860" 861" 862" 863" 864" 865" 866" 867" 868" 869" 870" 871" 872" 873" 874" 875" 876" 877" 878" 879" 880" 881" 882" 883" 884" 885" 886" 887" 888" 889" 890" 891" 892" 893" 894" 895" 896" 897" 898" 899" 900" 901" 902" 903" 904" 905" 906" 907" 908" 909" 910" 911" 912" 913" 914" 915" 916" 917" 918" 919" 920" 921" 922" 923" 924" 925" 926" 927" 928" 929" 930" 931" 932" 933" 934" 935" 936" 937" 938" 939" 940" 941" 942" 943" 944" 945" 946" 947" 948" 949" 950" 951" 952" 953" 954" 955" 956" 957" 958" 959" 960" 961" 962" 963" 964" 965" 966" 967" 968" 969" 970" 971" 972" 973" 974" 975" 976" 977" 978" 979" 980" 981" 982" 983" 984" 985" 986" 987" 988" 989" 990" 991" 992" 993" 994" 995" 996" 997" 998" 999" 1000



CA CL #879648
 2229 Trinity Drive
 Brentwood, CA 94513
 Mike.WallerInc@comcast.net

Contact: Mike Waller
Phone: 925-634-3663
Fax: 925-634-3684
Cell: 925-382-9762

Proposal Date: 9/7/2023
Union: Yes
Bond: Included
Sales Tax: Included
Bid Date: 08/24/2023

Quote For: Kemble-Chavez ES, Inc. 1, Sacramento, CA

Quote To: Michael Flores
 Balfour Beatty /
 Clark/Sullivan
Phone: 916-462-1196
Fax:
Email: Michael Flores
 <mflores@clarksullivan.com>

Scope: PCO#10 – CCD No. 2, Electrical Duct Banks, REV. 1

ELECTRICAL DUCT BANKS			
ONSITE OPERATING COSTS	1.00	LS	
36"W x 48"H x 9' D PWR- EXC & BKFL, ORANGE	60.00	LF	
24"W x 36"H x 10' D PWR - EXC & BKFL, GREEN	260.00	LF	
18"W x 30"H x 8' D PWR - EXC & BKFL, BLACK	265.00	LF	
12"W x 30"H x 6' D PWR - EXC & BKFL, YELLOW	105.00	LF	
24"W x 36"H x 7.5' D COMM - EXC & BKFL, L. BLUE	170.00	LF	
30" x 60" (N52) BOX, DIG/SET/BKFL	1.00	EA	
30" x 48" (N48) BOX, DIG/SET/BKFL	1.00	EA	
24" x 36" (N40) BOX, DIG/SET/BKFL	3.00	EA	
SUBTOTAL, DUCT BANKS			\$ 63,238
BOND	1.50	%	\$ 949
TOTAL PRICE			\$ 64,187

Notes:

1. Approximate Spoils in UG Trenching to be left stockpiled onsite are 250 +/-cyds .

Inclusions:

1. All inclusions and exclusions per our base subcontract.
2. **Trenching, Bedding, Setting Boxes, and Backfilling for Electrical Duct Banks, per the attached Electrical Site Plan, 1.E-101, provided by Con J Franke.**
3. **Approx. 30 LF of PWR & COMM to be in a Joint Trench, East of Future Bldg C2.**

Exclusions:

1. **Equipment Mobilization Costs.**
2. **Providing Sand Bedding, Locating Tape, Concrete Encasement, Crushed Rock, and Pull Boxes (to be provided by Con J Franke).**
3. **Providing/Installing Conduits, Chairs, Pull Ropes, etc. Mandrel-ling & Brushing Ducts.**
4. **Survey for Duct Banks and Pull Boxes. Final Adjustment of Box Lids to Finish Grades.**

Waller, Inc.

Michael G. Waller
 Michael G. Waller, Vice President

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip- Ment	Sub- Contract	Total
*** 1001	ONSITE OPERATING COSTS					Takeoff:	1.00 LS		Bid:	1.00 LS	
1010	ONSITE OPERATING COST	1.00	LS	6220-1	8.00	1,881		630	4,887		7,398
Mh:	15.00	Shifts: 1.9	Mh/Un: 15.0000	Un/Sh: 0.5333		1,881.01		629.77	4,887.35		7,398.13
*****Biditem/Category 1001 *****						1,881		630	4,887		7,398
Mh:	15.00	Mh/Un: 15.0000				1,881.01		629.77	4,887.35		7,398.13
*** 6200	36"W x 48"H x 9' D PWR- EXC & BKFL, O					Takeoff:	60.00 LF		Bid:	60.00 LF	
6011	TRENCH	60.00	LF		8.00	811		72	550		1,433
Mh:	8.33	Shifts: 0.4	Mh/Un: 0.1388	Un/Sh: 144.1268		13.52		1.21	9.16		23.89
6012	BACKFILL	60.00	LF		8.00	890		84	426		1,400
Mh:	9.60	Shifts: 0.3	Mh/Un: 0.1600	Un/Sh: 200.0000		14.84		1.39	7.10		23.33
*****Biditem/Category 6200 *****						1,701		156	976		2,833
Mh:	17.93	Mh/Un: 0.2988				28.35		2.60	16.26		47.21
*** 6210	24"W x 36"H x 10' D PWR - EXC & BKFL,					Takeoff:	260.00 LF		Bid:	260.00 LF	
6011	TRENCH	260.00	LF		8.00	5,513		529	4,080		10,122
Mh:	60.67	Shifts: 2.2	Mh/Un: 0.2333	Un/Sh: 120.0203		21.20		2.03	15.69		38.93
6012	BACKFILL	260.00	LF		8.00	3,857		362	1,846		6,065
Mh:	41.60	Shifts: 1.3	Mh/Un: 0.1600	Un/Sh: 200.0000		14.84		1.39	7.10		23.33
*****Biditem/Category 6210 *****						9,371		891	5,926		16,187
Mh:	102.27	Mh/Un: 0.3933				36.04		3.43	22.79		62.26
*** 6220	18"W x 30"H x 8' D PWR - EXC & BKFL, B					Takeoff:	265.00 LF		Bid:	265.00 LF	
6011	TRENCH	265.00	LF		8.00	3,582		320	2,429		6,331
Mh:	36.80	Shifts: 1.8	Mh/Un: 0.1389	Un/Sh: 144.0217		13.52		1.21	9.16		23.89
6012	BACKFILL	265.00	LF		8.00	3,932		369	1,881		6,182
Mh:	42.40	Shifts: 1.3	Mh/Un: 0.1600	Un/Sh: 200.0000		14.84		1.39	7.10		23.33
*****Biditem/Category 6220 *****						7,514		689	4,310		12,513
Mh:	79.20	Mh/Un: 0.2989				28.35		2.60	16.26		47.22
*** 6225	12"W x 30"H x 6' D PWR - EXC & BKFL, Y					Takeoff:	105.00 LF		Bid:	105.00 LF	
6011	TRENCH	105.00	LF		8.00	1,278		114	867		2,259
Mh:	13.13	Shifts: 0.7	Mh/Un: 0.1250	Un/Sh: 159.9878		12.17		1.09	8.25		21.51
6012	BACKFILL	105.00	LF		8.00	1,298		122	621		2,041
Mh:	14.00	Shifts: 0.4	Mh/Un: 0.1333	Un/Sh: 240.0000		12.36		1.16	5.92		19.44
*****Biditem/Category 6225 *****						2,576		236	1,488		4,300
Mh:	27.13	Mh/Un: 0.2584				24.54		2.25	14.17		40.95
*** 6250	24"W x 36"H x 7.5' D COMM - EXC & BKF					Takeoff:	170.00 LF		Bid:	170.00 LF	
6011	TRENCH	170.00	LF		8.00	1,898		170	1,287		3,355
Mh:	19.50	Shifts: 1.0	Mh/Un: 0.1147	Un/Sh: 174.5738		11.17		1.00	7.57		19.73
6012	BACKFILL	170.00	LF		8.00	2,300		216	1,100		3,617
Mh:	24.81	Shifts: 0.8	Mh/Un: 0.1459	Un/Sh: 219.3548		13.53		1.27	6.47		21.27
*****Biditem/Category 6250 *****						4,199		386	2,387		6,971
Mh:	44.31	Mh/Un: 0.2606				24.70		2.27	14.04		41.01
*** 6310	30" x 60" (N52) BOX, DIG/SET/BKFL					Takeoff:	1.00 EA		Bid:	1.00 EA	
3501	INSTALL 30"x60" BOX	1.00	EA		8.00	1,079		104	530		1,714
Mh:	11.99	Shifts: 0.5	Mh/Un: 11.9900	Un/Sh: 2.1678		1,078.95		104.40	530.19		1,713.54
*****Biditem/Category 6310 *****						1,079		104	530		1,714
Mh:	11.99	Mh/Un: 11.9900				1,078.95		104.40	530.19		1,713.54
*** 6320	30" x 48" (N48) BOX, DIG/SET/BKFL					Takeoff:	1.00 EA		Bid:	1.00 EA	
3501	INSTALL 30"x48" BOX	1.00	EA		8.00	1,079		104	530		1,714
Mh:	11.99	Shifts: 0.5	Mh/Un: 11.9900	Un/Sh: 2.1678		1,078.95		104.40	530.19		1,713.54
*****Biditem/Category 6320 *****						1,079		104	530		1,714

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip- Ment	Sub- Contract	Total
Mh:	11.99	Mh/Un:	11.9900			1,078.95		104.40	530.19		1,713.54
***	6330	24" x 36" (N40) BOX, DIG/SET/BKFL				Takeoff:	3.00 EA		Bid:	3.00 EA	
3501	INSTALL 30"x48" BOX	3.00	EA		8.00	2,431		235	1,195		3,860
Mh:	27.01	Shifts:	1.0	Mh/Un:	9.0033	Un/Sh:	2.8916	810.22	78.30	398.23	1,286.75
*****Biditem/Category		6330	*****			2,431		235	1,195		3,860
Mh:	27.01	Mh/Un:	9.0033			810.22		78.30	398.23		1,286.75
Mh:	336.83	***REPORT TOTALS***					31,830		3,431	22,229	57,490

N = Activity not adjusted to bid quantity

Earthwork

Base Bid

Total Scope Bid

LINE ITEMS

Earthwork

OTHER COSTS

SWPPP, and Monthly Monitoring

Site Survey, Staking, & Control

Furnish Water Meter w/ Usage Fees (7 months)

Export for own scope of work

Dust Control / Street Sweeping

Bond

GENERAL INFORMATION

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

O.C. Jones & Sons Inc.

Submitted by Donat Galicz

\$348,531

\$419,941

Total Cost

\$348,531

\$71,410

Hydro Compliance

\$25,300

Mid Valley Engineering

\$19,750

\$11,375

Included

\$11,500

\$3,485

759729

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1000002320

1.08



O.C. Jones & Sons, Inc.
General Engineering Contractor
www.ocjones.com

September 8, 2023 **CCD 02 – Potential Change Order Pricing Revision No. 03**

Attn: Michael Flores
Project Manager
Clark/Sullivan Construction
Re: Kemble-Chavez Elementary Inc 01 – CCD 02 Pricing – Sacramento, CA

O.C. Jones & Sons, Inc. (OCJ) proposes the following potential change order cost proposal to furnish labor, equipment, and materials for work on the above referenced project. Our proposal is based on the current civil plans only, dated August 7, 2023.

Base Scope of Work – Lump Sum Cost - \$348,531.00 – See attached breakdown.

1. Rough grade building pads and surrounding areas within Increment No. 02 work area except past proposed asphalt pavement areas and bioswales. Off-haul soil – 855 CY of clean soil.
2. Lime Treat Building Pads 18” deep with 5% quicklime based on a soil weight of 110 PCF.
3. Finegrade Building Pads

Allowance/Optional bid Item: (Note Optional Bid Item(s) must be included with Base Bid).

- **Option No. 01 – Off-haul Utility and Footing Spoils:**

Price per Load \$ 518.00

1. Off-haul spoils generated by others, approximately 1,100 CY.
2. O.C. Jones shall loadout all spoils from one stockpile located onsite.
3. Price to off-haul is based on the soil being clean.
4. Includes sweeping & dust control during off-haul operations.
5. Excludes analytical testing, loading out of multiple stockpiles, disposal of hazardous soil, and soil containing lime.
6. Price based on 1 mobilization.

- **Option No. 02 – Off-haul Spoils containing Lime:**

Price per Load \$ 653.00

1. Off-haul spoils generated by others, approximately 220 CY.
2. O.C. Jones shall load out all spoils from one stockpile located onsite.
3. Price to off haul is based on the soil being clean.
4. Includes sweeping & dust control during off-haul operations.
5. Excludes analytical testing, loading out of multiple stockpiles, and disposal of hazardous soil.
6. Price based on 1 mobilization.

Clarifications:

1. O.C. Jones pricing is based on completing the above-mentioned work only. Any additional work shall be negotiated separately. Rental work per OCJ rental rates.
2. The inclusions, exclusions, and conditions in this letter shall be made part of any subsequent contract.
3. Our earthwork takeoff is based on a finished floor pad elevation of 20ft above sea level and structural pad section of 9” for the building pads.
4. All above work shall be completed in standard 8 hours M-F – 7:30 a.m. to 4:00 p.m. as noted on plans.
5. Mobilization shall be completed as follows:
 - Earthwork and rough grade building pads -1 mobilization.
 - Lime treat, finegrade, (Alt 1 – 4” AB) - 1 mobilization.
6. No phasing of the work. Price based on continuous operation for that mobilization. Any phasing or piecemealing of the work would be at added cost to be negotiated separately.
7. Lime treatment must be completed prior to November 1, 2023.
8. All pricing is good until the end of 2023.
9. Finegrading, base rock, and paving will be completed without any overhead obstructions.
10. Our bid assumes metered construction water will be available from the closest city/ municipal utility hydrant. Or bid does not include the cost to haul water from alternative sources due to drought conditions. (i.e., recycled water from a water or treatment plant).
11. All soil on-site is assumed to be acceptable to be utilized as engineered fill. Should the geo-technician state the soil is not suitable, OCJ will negotiate to off-soil and import engineered fill.
12. Analytical soil testing by prime contractor will need to be conducted prior to off-haul of soil to ensure that our proposed soil dump site accept the soil. Our price is based on the soil being clean.
13. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
14. Lime treatment of building pad will be complete prior to installation of utilities that are 2.5ft deep or less as well as excavation of footings.
15. Utility lines shall be marked out by the prime contractor prior to lime treating.
16. All clarifications and exclusions apply to both base bid and optional items above.

Exclusions:

1. Textura and providing a weekly laborer for cleanup. If this is required per our subcontract agreement, prime contractor shall reimburse subcontractor through a separate change order.
2. Disposal of spoils generated by others or lime treated soil.
3. Excavating lime treated soil from landscape areas or importing soil to replace lime treated soil.
4. Working in wet conditions or if soil is over optimum due to weather.
5. Excludes over excavation and recompaction of subgrade.
6. Any work outside the proposed building pads areas.

7. Placement crushed rock for building pad or sand, and membrane for building pads.
8. Asphalt paving, utility locating.
9. Termite control, soil sterilant, and herbicide.
10. Steel rumble plates, dust control (except for our operations), truck wash station, hydroseeding, and erosion control.
11. Tree or utility pole removals, tree trimming, rooting pruning, or tree protection.
12. Temporary fencing, traffic control except for offsite, k-rail, traffic control plans, temporary barricades, or tree protection.
13. Structure excavation or backfill for footings or walls, seat walls, mow bands, excavation of foundations for any playground equipment which includes basketball and tether poles.
14. Shoring, waterproofing, dewatering, and cement stabilization.
15. Underground removal, relocation, abandonment, or temporary lines.
16. Utility Work, patch paving, trenches, or raising utility covers to grade.
17. Design of SWPPP Plan, SWPPP, Erosion Control Measures.
18. Builders Risk Insurance, Bond, Permits, Testing Fees, and Fees. Bond Rate 0.8%.
19. Engineering, air monitoring, guard service, testing, QC/QA, and inspection.
20. Survey, staking, or layout.
21. Handling or off-haul of any hazardous, contaminated, or asbestos laden fill.
22. Overtime or weekend work.

If you have any questions regarding our bid proposal or pricing, please contact me in our Berkeley Office at (510) 809-3498 or via e-mail at dgalicz@ocjones.com.

Respectfully,

Donat Galicz
Estimator
O.C. Jones & Sons, Inc.

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 10									
Description = MOB									
Land Item SCHEDULE: 1 100									
Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000									
19105 SET-UP SITE, LAYOUT PADS									
Quan: 1.00 LS Hrs/Shft: 8.00 Cal: 508 WC: 1									
PR1	(Mod) Layout & Prep Site		8.00 CH	Prod: 1.0000 S	Lab Pcs: 3.00		Eqp Pcs: 2.00		
7GPS	GPS - Total Sta	1.00	8.00 HR	50.000	416				416
8TRPIC	F250/350 Pick-Up Truck	2.00	16.00 HR	22.000			366		366
FORE	Foreman	1.00	8.00 MH	79.260	1,087				1,087
GRADE	Grade Checker	1.00	8.00 MH	62.290	901				901
LAB	General Laborer	1.00	8.00 MH	42.460	672				672
\$3,442.44	24.0000 MH/LS		24.00 MH	[1501.53]	2,660		416	366	3,442
1.0000 Un/Shift	1.0000 Shifts	*	24.0000 MH/Unit		2,660.36		416.00	366.08	3,442.44
99345 GPS MODEL - EQUIPMENT									
Quan: 1.00 LS Hrs/Shft: 8.00 Cal: 508 WC: 1									
Build GPs Model for Equipment									
4SUR	Survey/Staking Subcontract	1.00	1.00 LS	4,000.000				4,000	4,000
99415 EQUIPMENT MOVES									
Quan: 15.00 EA Hrs/Shft: 8.00 Cal: 508 WC: 1									
8MOVE3	=> Zone 3 Move	1.00	15.00 EA	610.000			9,516		9,516
Item Totals: 10 - MOB									
\$16,958.44	24.0000 MH/LS		24.00 MH	[1501.53]	2,660		416	9,882	4,000
16,958.440	1 LS				2,660.36		416.00	9,882.08	4,000.00
16,958.44									
BID ITEM = 20									
Description = ROUGH GRADE									
Land Item SCHEDULE: 1 100									
Unit = CY Takeoff Quan: 1,375.000 Engr Quan: 1,375.000									
19228 1 - 613 CUT TO FILL									
Quan: 2,015.00 CY Hrs/Shft: 8.00 Cal: 508 WC: 1									
SC5	Cut to Fill 1-613		32.00 CH	Prod: 4.0000 S	Lab Pcs: 7.00		Eqp Pcs: 6.00		
7GPS2	GPS 2D Laser Grade	1.00	32.00 HR	38.000	1,265				1,265
8CA25P	PD 84" VIB ROLLER	1.00	32.00 HR	87.000			2,895		2,895
8G140L	CAT 140H BLADE	1.00	32.00 HR	122.000			4,060		4,060
8SC613	Cat 613 Scraper	1.00	32.00 HR	142.000			4,726		4,726
8TR36	3600 Gal Water Truck	1.00	32.00 HR	65.000			2,163		2,163
8TRPIC	F250/350 Pick-Up Truck	2.00	64.00 HR	22.000			1,464		1,464
BLADE	Blade/Excav Oper	1.00	32.00 MH	68.150	3,861				3,861
FORE	Foreman	1.00	32.00 MH	79.260	4,347				4,347
GRADE	Grade Checker	1.00	32.00 MH	62.290	3,605				3,605
LAB	General Laborer	1.00	32.00 MH	42.460	2,690				2,690
OPER	General Operator	2.00	64.00 MH	62.290	7,209				7,209
TEAM	Teamster	1.00	32.00 MH	43.000	2,860				2,860
\$41,145.21	0.1111 MH/CY		224.00 MH	[6.799]	24,572		1,265	15,309	41,145
503.7500 Un/Shift	4.0000 Shifts	*	0.1112 MH/Unit		12.19		0.63	7.60	20.42
19375 LOAD ADL/HAZ FROM PILE									
Quan: 855.00 CY Hrs/Shft: 8.00 Cal: 508 WC: 1									
EXL1	(Mod) Load Spoils - 966/972		16.00 CH	Prod: 2.0000 S	Lab Pcs: 3.00		Eqp Pcs: 3.00		
8L544	JD 544 RT LOADER	1.00	16.00 HR	95.000			1,581		1,581
8TRPIC	F250/350 Pick-Up Truck	2.00	32.00 HR	22.000			732		732
FORE	Foreman	1.00	16.00 MH	79.260	2,173				2,173
LAB	General Laborer	1.00	16.00 MH	42.460	1,345				1,345
OPER	General Operator	1.00	16.00 MH	62.290	1,802				1,802

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 20			Land Item	SCHEDULE: 1	100					
Description =	ROUGH GRADE		Unit =	CY	Takeoff Quan:		1,375.000	Engr Quan:		1,375.000
\$7,633.66	0.0561 MH/CY	48.00 MH	[3.512]	5,321				2,313		7,634
427.5000 Un/Shift	2.0000 Shifts	* 0.0561 MH/Unit		6.22				2.71		8.93
19391	OFF-HAUL SURPLUS CLEAN SOIL		Quan:	855.00 CY	Hrs/Shft:	8.00	Cal: 508	WC: 1		
Off-haul Clean Soil - Excludes off-hauling lime treated soil										
855/9CY =	95 loads									
5105	Haul Exc (Load)	1.00	95.00 LD	300.000			28,500			28,500
8RSWEP	==> RENTAL SWEEPER	1.00	16.00 HR	200.000				3,200		3,200
8RSWTR	==> Sweeper Travel Time	1.00	4.00 HR	150.000				624		624
\$32,324.00				[]			28,500	3,824		32,324
							33.33	4.47		37.81
Item Totals: 20 - ROUGH GRADE										
\$81,102.87	0.1978 MH/CY	272.00 MH	[12.148]	29,892			29,765	21,446		81,103
58.984	1375 CY			21.74			21.65	15.60		58.98

BID ITEM = 30			Land Item	SCHEDULE: 1	100					
Description =	RE-GRADE BUILDING PADS		Unit =	SF	Takeoff Quan:		75,000.000	Engr Quan:		75,000.000
24410	RG LT/CT P-LOT/PAD - MED		Quan:	75,000.00 SF	Hrs/Shft:	8.00	Cal: 508	WC: 1		
<u>SGRG3</u>	(Mod) RG - Lime Treat Lrg		16.00 CH	Prod:	2.0000 S	Lab Pcs:	7.00	Eqp Pcs:	7.00	
7GPS	GPS - Total Sta	1.00	16.00 HR	50.000		832				832
8G14GL	CAT 14H/14M BLADE	1.00	16.00 HR	155.000			2,579			2,579
8L310	JD 210 SKIP RT LOADER	1.00	16.00 HR	60.000			998			998
8SC613	Cat 613 Scraper	1.00	16.00 HR	142.000			2,363			2,363
8TR36	3600 Gal Water Truck	1.00	16.00 HR	65.000			1,082			1,082
8TRPIC	F250/350 Pick-Up Truck	3.00	48.00 HR	22.000			1,098			1,098
BLADE	Blade/Excav Oper	1.00	16.00 MH	68.150	1,931					1,931
FORE	Foreman	1.00	16.00 MH	79.260	2,173					2,173
GRADE	Grade Checker	1.00	16.00 MH	62.290	1,802					1,802
LAB	General Laborer	1.00	16.00 MH	42.460	1,345					1,345
OPER	General Operator	2.00	32.00 MH	62.290	3,605					3,605
TEAM	Teamster	1.00	16.00 MH	43.000	1,430					1,430
\$21,238.21	0.0014 MH/SF	112.00 MH	[0.091]	12,286		832	8,120			21,238
37,500.0000 Un/Shift	2.0000 Shifts	* 0.0015 MH/Unit		0.16		0.01	0.11			0.28
Item Totals: 30 - RE-GRADE BUILDING PADS										
\$21,238.21	0.0014 MH/SF	112.00 MH	[0.091]	12,286		832	8,120			21,238
0.283	75000 SF			0.16		0.01	0.11			0.28

BID ITEM = 40			Land Item	SCHEDULE: 1	100					
Description =	LIME TREAT PADS		Unit =	SF	Takeoff Quan:		75,000.000	Engr Quan:		75,000.000
24100	LIME TREAT - SUB		Quan:	75,000.00 SF	Hrs/Shft:	8.00	Cal: 508	WC: 1		
4LIM	Lime-Treat & CIP Recycle	1.00	75,000.00 SF	1.520				114,000		114,000
24420	LIME TREAT SUPPORT (SHFT)		Quan:	3.00 SHF	Hrs/Shft:	8.00	Cal: 508	WC: 1		
<u>EX6</u>	(Mod) Sm Excavation - 410		24.00 CH	Prod:	1.0000 US	Lab Pcs:	6.00	Eqp Pcs:	4.00	

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 40				Land Item	SCHEDULE: 1	100				
Description =	LIME TREAT PADS			Unit =	SF	Takeoff Quan:	75,000.000	Engr Quan:	75,000.000	
7H2O	Water Trailer	1.00	24.00 HR		15.000		374			374
7SMALL	Misc Small Tools	1.00	24.00 HR		20.000		499			499
8E47X	JD 410 Extend HOE	1.00	24.00 HR		95.000			2,371		2,371
8TR36	3600 Gal Water Truck	1.00	24.00 HR		65.000			1,622		1,622
8TRPIC	F250/350 Pick-Up Truck	2.00	48.00 HR		22.000			1,098		1,098
BLADE	Blade/Excav Oper	1.00	24.00 MH		68.150	2,896				2,896
FORE	Foreman	1.00	24.00 MH		79.260	3,260				3,260
GRADE	Grade Checker	1.00	24.00 MH		62.290	2,704				2,704
LAB	General Laborer	2.00	48.00 MH		42.460	4,035				4,035
TEAM	Teamster	1.00	24.00 MH		43.000	2,145				2,145
\$21,004.51		48.0000 MH/SHFT	144.00 MH	[2754.98]	15,039		874	5,092		21,005
1.0000 Un/Shift *	3.0000 Shifts		48.0000 MH/Unit		5,013.02		291.20	1,697.28		7,001.50
Item Totals: 40 - LIME TREAT PADS										
\$135,004.51	0.0019 MH/SF		144.00 MH	[0.11]	15,039		874	5,092	114,000	135,005
1.800	75000 SF				0.20		0.01	0.07	1.52	1.80

BID ITEM = 50				Land Item	SCHEDULE: 1	100				
Description =	FINEGRADE PADS			Unit =	SF	Takeoff Quan:	75,000.000	Engr Quan:	75,000.000	
24510	FG LIME TRT P-LOT, PAD - MED				Quan: 75,000.00 SF	Hrs/Shft: 8.00	Cal: 508	WC: 1		
SG3	FG - Parking Lot		24.00 CH	Prod:	3.0000 S	Lab Pcs:	8.00	Eqp Pcs:	7.00	
7GPS	GPS - Total Sta	1.00	24.00 HR		50.000	1,248				1,248
7WAC	Wacker Plate	1.00	24.00 HR		13.000	324				324
8CA25	SD 84" VIB ROLLER	1.00	24.00 HR		80.000		1,997			1,997
8G140L	CAT 140H BLADE	1.00	24.00 HR		122.000		3,045			3,045
8L310	JD 210 SKIP RT LOADER	1.00	24.00 HR		60.000		1,498			1,498
8SC613	Cat 613 Scraper	1.00	24.00 HR		142.000		3,544			3,544
8TR36	3600 Gal Water Truck	1.00	24.00 HR		65.000		1,622			1,622
8TRPIC	F250/350 Pick-Up Truck	2.00	48.00 HR		22.000		1,098			1,098
BLADE	Blade/Excav Oper	1.00	24.00 MH		68.150	2,896				2,896
FORE	Foreman	1.00	24.00 MH		79.260	3,260				3,260
GRADE	Grade Checker	1.00	24.00 MH		62.290	2,704				2,704
LAB	General Laborer	1.00	24.00 MH		42.460	2,017				2,017
OPER	General Operator	3.00	72.00 MH		62.290	8,111				8,111
TEAM	Teamster	1.00	24.00 MH		43.000	2,145				2,145
\$35,509.33		0.0025 MH/SF	192.00 MH	[0.157]	21,132		1,572	12,804		35,509
25,000.0000 Un/Shift	3.0000 Shifts *		0.0026 MH/Unit		0.28		0.02	0.17		0.47
Item Totals: 50 - FINEGRADE PADS										
\$35,509.33	0.0025 MH/SF		192.00 MH	[0.157]	21,132		1,572	12,804		35,509
0.473	75000 SF				0.28		0.02	0.17		0.47

BID ITEM = 60				Land Item	SCHEDULE: 1	100				
Description =	FINEGRADE AREAS OUTSIDE BUIDLING PAD			Unit =	SF	Takeoff Quan:	80,910.000	Engr Quan:	80,910.000	
19680	FINEGRADE AREAS OUT BUILDING PAD				Quan: 80,910.00 SF	Hrs/Shft: 8.00	Cal: 508	WC: 1		
SGL1	FG - Large Contour, Lndsep		24.00 CH	Prod:	3.0000 S	Lab Pcs:	6.00	Eqp Pcs:	6.00	
7GPS	GPS - Total Sta	1.00	24.00 HR		50.000	1,248				1,248
8D5	D5 DOZER	1.00	24.00 HR		112.000		2,796			2,796
8G140L	CAT 140H BLADE	1.00	24.00 HR		122.000		3,045			3,045

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 60										
Description =	FINEGRADE AREAS OUTSIDE BUIDLING PAD		Land Item Unit =	SCHEDULE: 1 SF	100	Takeoff Quan:	80,910.000	Engr Quan:	80,910.000	
8L310	JD 210 SKIP RT LOADER	1.00	24.00 HR	60.000				1,498		1,498
8TR36	3600 Gal Water Truck	1.00	24.00 HR	65.000				1,622		1,622
8TRPIC	F250/350 Pick-Up Truck	2.00	48.00 HR	22.000				1,098		1,098
BLADE	Blade/Excav Oper	1.00	24.00 MH	68.150	2,896					2,896
FORE	Foreman	1.00	24.00 MH	79.260	3,260					3,260
LAB	General Laborer	1.00	24.00 MH	42.460	2,017					2,017
OPER	General Operator	2.00	48.00 MH	62.290	5,407					5,407
TEAM	Teamster	1.00	24.00 MH	43.000	2,145					2,145
\$27,032.17		0.0017 MH/SF	144.00 MH	[0.108]	15,725		1,248	10,059		27,032
26,970.0000	Un/Shift	3.0000 Shifts	* 0.0018 MH/Unit		0.19		0.02	0.12		0.33
Item Totals: 60 - FINEGRADE AREAS OUTSIDE BUIDLING PAD										
\$27,032.17		0.0017 MH/SF	144.00 MH	[0.108]	15,725		1,248	10,059		27,032
0.334		80910 SF			0.19		0.02	0.12		0.33

BID ITEM = 70										
Description =	10% MARKUP		Land Item Unit =	SCHEDULE: 1 LS	100	Takeoff Quan:	1.000	Engr Quan:	1.000	
99110	10% MARKUP		Quan:	1.00 LS	Hrs/Shift: 8.00	Cal: 508	WC: 1			
Subtotal \$317,605 x 10% = \$31,761.00										
3OPRO	PROFIT	1.00	1.00 LS	31,685.000			31,685			31,685
Item Totals: 70 - 10% MARKUP										
\$31,685.00				[]			31,685			31,685
31,685.000		1 LS					31,685.00			31,685.00

\$348,530.53 *** Report Totals *** 888.00 MH 96,735 66,392 67,403 118,000 **348,531**

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: 03/15/23 Owner: Clark & Sullivan Engineering Firm:
 Estimator-In-Charge: Galicz

JOB NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 410 410 hr week 4-10hr days
- 508 40 HR WEEK, 5-8HR DAYS (Default Calendar)
- 509 5 x 9HR
- 510 50 hr week 5 - 10 hr days
- 585 5 X 8.5
- 5N0 10 HRS NIGHT
- 5N8 Five Night 8 Hour

Option No. 1 - Clean

O.C. Jones & Sons, Inc.
23032DG-1
Donat Galicz

KEMBLE-CHAVEZ ELEM SCHOOL PCO INC 2

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1020										
Description = OFF-HAUL SPOILS			Land Item Unit =	SCHEDULE: 1 100		LD	Takeoff Quan: 125.000		Engr Quan: 125.000	
19375	LOAD ADL/HAZ FROM PILE				Quan: 1,100.00 CY	Hrs/Shift: 8.00	Cal: 508	WC: 1		
EXL1	(Mod) Load Spoils - 966/972		24.00 CH	Prod: 3.0000 S		Lab Pcs: 4.00		Eqp Pcs: 4.00		
8L544	JD 544 RT LOADER	1.00	24.00 HR	95.000			2,371			2,371
8TR25	2500 Gal Water Truck	1.00	24.00 HR	53.000			1,323			1,323
8TRPIC	F250/350 Pick-Up Truck	2.00	48.00 HR	22.000			1,098			1,098
FORE	Foreman	1.00	24.00 MH	79.260	3,260					3,260
LAB	General Laborer	1.00	24.00 MH	42.460	2,017					2,017
OPER	General Operator	1.00	24.00 MH	62.290	2,704					2,704
TEAM	Teamster	1.00	24.00 MH	43.000	2,145					2,145
\$14,918.32	0.0872 MH/CY		96.00 MH	[5.052]	10,126			4,792		14,918
366.6667	Un/Shift	3.0000	Shifts	*	0.0873 MH/Unit			9.21	4.36	13.56
19391	OFF-HAUL SURPLUS CLEAN SOIL				Quan: 1,100.00 CY	Hrs/Shift: 8.00	Cal: 508	WC: 1		
Off-haul Clean Soil - Excludes off-hauling lime treated soil										
1,100/9CY = 125 loads										
5105	Haul Exc (Load)	1.00	125.00 LD	300.000		37,500				37,500
8RSWEP	==> RENTAL SWEEPER	1.00	24.00 HR	200.000			4,800			4,800
8RSWTR	==> Sweeper Travel Time	1.00	6.00 HR	150.000			936			936
\$43,236.00				[]		37,500	5,736			43,236
						34.09	5.21			39.31
99415	EQUIPMENT MOVES				Quan: 1.00 EA	Hrs/Shift: 8.00	Cal: 508	WC: 1		
One move-in to off-haul clean soil prior to lime treat, second mobilization to bring back loader to off-haul lime treated soil later										
8MOVE3	==> Zone 3 Move	1.00	1.00 EA	610.000			634			634
99997	10% MARKUP				Quan: 1.00 LS	Hrs/Shift: 8.00	Cal: 508	WC: 1		
Subtotal \$317,605 x 10% = \$31,761.00										
3OPRO	PROFIT	1.00	1.00 LS	5,879.000			5,879			5,879
====>	Item Totals: 1020			***** NON-ADDITIVE BIDITEM *****						
\$64,667.72	0.7680 MH/LD		96.00 MH	[]	10,126		43,379	11,163		64,668
517.342	125 LD				81.01		347.03	89.30		517.34

\$0.00 *** Report Totals ***

>>> indicates Non Additive Activity
-----Report Notes:-----
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

Price per Load \$518

Bid Date: 03/15/23 Owner: Clark & Sullivan Engineering Firm:
Estimator-In-Charge: Galicz

JOB NOTES

Option No. 2 - Lime

O.C. Jones & Sons, Inc.
23032DG-1
Donat Galicz

KEMBLE-CHAVEZ ELEM SCHOOL PCO INC 2

Page 1
09/08/2023 8:00

Direct Cost Report

Activity Resource	Desc	Quantity		Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
		Pcs	Unit							

BID ITEM = 1030 Land Item SCHEDULE: 1 100
Description = OFF-HAUL LIME Unit = LD Takeoff Quan: 25.000 Engr Quan: 25.000

19375	LOAD ADL/HAZ FROM PILE				Quan: 220.00 CY	Hrs/Shft: 8.00	Cal: 508	WC: 1		
EXL1	(Mod) Load Spoils - 966/972		8.00	CH	Prod: 1.0000 S		Lab Pcs: 4.00	Eqp Pcs: 3.00		
8L544	JD 544 RT LOADER	1.00	8.00	HR	95.000			790		790
8TR25	2500 Gal Water Truck	1.00	8.00	HR	53.000			441		441
8TRPIC	F250/350 Pick-Up Truck	1.00	8.00	HR	22.000			183		183
FORE	Foreman	1.00	8.00	MH	79.260	1,087				1,087
LAB	General Laborer	1.00	8.00	MH	42.460	672				672
OPER	General Operator	1.00	8.00	MH	62.290	901				901
TEAM	Teamster	1.00	8.00	MH	43.000	715				715
\$4,789.74	0.1454 MH/CY		32.00	MH	[8.42]	3,375		1,414		4,790
220.0000	Un/Shift	1.0000	Shifts	*	0.1455	MH/Unit		15.34	6.43	21.77

19391 OFF-HAUL SURPLUS LIME SOIL Quan: 225.00 CY Hrs/Shft: 8.00 Cal: 508 WC: 1

Off-haul Lime Treated

225/9CY = 25 loads

5105	Haul Exc (Load)	1.00	25.00	LD	300.000		7,500			7,500
8RSWEP	==> RENTAL SWEEPER	1.00	8.00	HR	200.000			1,600		1,600
8RSWTR	==> Sweeper Travel Time	1.00	2.00	HR	150.000			312		312
\$9,412.00					[]		7,500	1,912		9,412
							33.33	8.50		41.83

99415 EQUIPMENT MOVES Quan: 1.00 EA Hrs/Shft: 8.00 Cal: 508 WC: 1

8MOVE3	==> Zone 3 Move	1.00	1.00	EA	610.000			634		634
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99997 10% MARKUP Quan: 1.00 LS Hrs/Shft: 8.00 Cal: 508 WC: 1

Subtotal \$317,605 x 10% = \$31,761.00

30PRO	PROFIT	1.00	1.00	LS	1,484.000		1,484			1,484
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Item Totals: 1030 - ##### NON-ADDITIVE BIDITEM #####										
\$16,320.14	1.2800	MH/LD	32.00	MH	[]	3,375	8,984	3,961		16,320
652.806		25	LD			135.01	359.36	158.43		652.81

\$0.00 * Report Totals *****

Price per Load \$653

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: 03/15/23 Owner: Clark & Sullivan Engineering Firm:
Estimator-In-Charge: Galicz

JOB NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.



Project Management · Civil/Structural Engineering · Urban Design · Land Planning
Entitlements · Right-of-Way/Permitting · Surveying · Construction Staking · Graphics

ADDITIONAL WORK PROPOSAL # 1654

CLIENT: Balfour Beatty/ClarkSullivan

MVE JOB NO: NC23068

PROJECT: Kemble-Chavez E.S. Inc 2

DATE: 5/24/2023

DESCRIPTION OF TASKS	VALUE
<p>5/24/2023 - AWP #1654 – Increment #2 (Rough Grade/Pad Certifications & Wet Utilities)</p> <p><u>FIELD TIME</u></p> <p>1) <u>Site Control:</u> Establish onsite horizontal and vertical control points. Points will be based on engineer-provided project control (to include Northings, Eastings, Elevation & Description) and protected by contractor for the life of the project. If elevations need to be brought in or control needs to be re-established it will be considered extra work.</p> <p>2) <u>Rough Grade: BUILDING PADS</u> – Provide 10' by 10' offset stakes for each building envelope corner. Provide one (1) stake at 100' intervals around the building perimeter. HIGH/LOWS – Provide twenty (20) stakes scattered throughout the site to reference the site highs and lows. NOTE: Price assumes that contractor to utilize machine control grading, therefore, no site grading included.</p> <p>3) <u>Storm Drain:</u> Provide one (1) stake at 50' intervals to horizontal centerline of pipes (6" and larger). Two (2) off-set stakes will be provided for junction structures, drain inlets, outfalls and manholes.</p> <p>4) <u>Sanitary Sewer:</u> Provide one (1) stake at 50' intervals to horizontal centerline of pipes (6" and larger). Additional stakes will be provided for each manhole and cleanout.</p> <p>5) <u>Water (Domestic & Fire):</u> Provide one (1) stake at 100' intervals to horizontal centerline of pipes. Additional stakes will be provided for each lateral and fire hydrant. NOTE: Water line grades are excluded. Water line stakes will have hub elevations for reference.</p>	
TOTAL	\$ 16,550.00 (10 total Site Visits)
<p><u>OFFICE TIME</u></p> <p>6) <u>Office Calculations:</u> Project Management, coordination, scheduling, meetings, project calculations and setup of CAD files and staking requests. Line items will be billed at MVE's current rate schedule (see below).</p>	
ESTIMATED TOTAL NOT TO EXCEED WITHOUT PRIOR WRITTEN AUTHORIZATION	\$ 3,200.00
<p><i>THIS PROPOSAL CORRECTLY REPRESENTS WORK WHICH WILL BE PERFORMED AND DELIVERED AT THE CLIENTS' REQUEST. SHOULD YOU HAVE ANY QUESTIONS OR NEED ANY ADDITIONAL INFORMATION PLEASE CONTACT MVE INC.</i></p>	<p>Total: \$19,750.00</p>

After execution of this Additional Work Proposal by both parties, this Additional Work Proposal becomes a part of the original agreement dated **(DATE)** .

mid-valley engineering

1117 L Street, Modesto, CA 95354 • 866.526.4214 • 866.932.9683 fax • www.mve.net
CALIFORNIA • NEVADA • OREGON

Notes:

1. Acceptance of this proposal is acceptance of the Scope of Work listed above (and the understanding that the work to be performed is limited to that specific Scope of Work) and the Notes and Exclusions listed below. All services within this Scope of Work include performing the work once. Additional staking, re-staking and interval changes are all considered extra work.
2. MVE requires that no retention be withheld.
3. This proposal does not include an allowance for re-staking. All re-staking will be considered an extra work.
4. Contractor must provide the following to MVE ten (10) working days prior to MVE being onsite: a complete and current plan set, specifications, design changes and RFI clarifications in PDF format, and an electronic CAD file which includes the Horizontal and Vertical Survey Control (If CAD files are unusable or noted to be "for reference only", then a 15% markup of the total contract value will be charged for overhead and lost productivity). All revisions must be provided in CAD format. MVE assumes no responsibility for errors in or resulting from the provided data.
5. Cuts and/or fills will be provided to design grades as shown on the field ready plans provided by Contractor.
6. All Staking Requests must be received by MVE's designated Project Manager three (3) working days prior to the work being scheduled. Any request submitted after 12:00 pm will be considered as being received the following workday. If any changes or revisions are made to the CAD files, plans or staking request form within the three (3) working days prior to being onsite, an additional two (2) working days will be added for additional calculations and/or revisions.
7. This proposal includes no more than eight (8) site visits. Additional site visits required for the Scope of Work listed above will be billed at \$1,655.00 each for a 1-man survey crew. A site visit is defined as a minimum of four (4) hours and a maximum of eight (8) hours; any time below four (4) hours will be counted as one-half (0.5) a site visit. Office time will be billed at time and materials, based upon MVE Inc's current rate schedule.
8. Extra work must be acknowledged and agreed to in writing prior to the extra work being completed. MVE will notify Contractor if any work requested is out of scope and is therefore extra work. If MVE performs extra work and notifies Contractor, Contractor has ten (10) days to dispute the extra work. If Contractor does not dispute the extra work within the ten (10) days, Contractor forfeits the right to do so and will pay MVE for the extra work in accordance with Note #6 listed above.
9. If Contractor suspects that MVE's work is in error, Contractor must notify MVE in writing within forty-eight (48) hours of discovery and allow MVE reasonable time to investigate/verify the work in question prior to any rework being done. If Contractor does not notify MVE as specified, MVE will not be held responsible for any costs incurred for the rework, and delays or liquidated damages.
10. Contractor shall make payments to MVE within thirty (30) days after receipt of MVE's monthly invoices. If payments are not made to MVE within the thirty (30) days after receipt of invoice, MVE reserves the right to charge 1.5% interest per month until payment has been received. If payments are not made to MVE within forty-five (45) days after receipt of invoice, MVE reserves the right to stop work. If MVE stops work because of non-payment, MVE will not be held responsible for any damages, delays or any other costs incurred.
11. Client agrees to limit the liability of consultant, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, including attorneys' fees and costs and expert witness fees and costs, to the sum of \$50,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to client and to all contractors and subcontractors, including attorneys' fees and costs and expert witness fees and costs, shall not exceed \$250,000.
12. This bid does not account for any overtime, night, holiday or weekend work performed on this project. Time and one-half (1.5x) shall be charged for all work performed after eight (8) hours, Monday through Friday. Work performed in excess of twelve (12) hours, Monday through Friday, shall be paid at double (2x) time. The first twelve (12) hours of work performed on Saturday shall be paid at time and one-half (1.5x) and all additional hours thereafter at double (2x) time. Sunday shall be paid at double (2x) time and Holidays at triple (3x) time.
13. If MVE survey crews are unable to perform survey services at the time requested due to the site not being ready or a scheduling conflict with other trades, the Contractor is responsible to pay for the site visit in accordance with Note #6.
14. Exclusions: Additional Floor Gridlines, Agency Fees & Permits, Anchor Bolts/Plates, As-Builts, AutoCAD Re-creation, Blue Tops, Bollards, Boundary Survey, Building Gridlines, Curb, Digital Terrain Models, EV Chargers, Electrical, Final Property Survey, Gas Lines, Irrigation, Joint Trench Mainline, Landscaping, Landscape/Walkway Lights, Pull Boxes, Monumentation, Potholes, Quantity Surveys, Record Drawings, Record of Survey, Sidewalks, Site Balance, Survey Monitoring & Traffic Control
15. Proposal is effective for 90 days and will be subject to review thereafter.

Thank you for considering MVE. If there are additional scope items, or clarification of any of the above, please call or email Chris Kordazakis, Chief Estimator, at (209) 526-4214 or chrisk@mve.net.

ck

Client: Balfour Beatty/Clark Sullivan

Consultant: MVE, Inc., a California Corporation

By: _____

By: _____

Name/Title: _____

Name/Title: Kirk DeLaMare, President/CEO

Date Signed: _____

Date Signed: _____

Project Number: _____

Project Number: NC23068

Site Utilities

Base Bid

Total Scope Bid

LINE ITEMS

Site Utilities

Note: See Electrical for add'l Waller scope

OTHER COSTS

Dewatering

Offhaul of 1100 cu yds of Clean Spoils and 200 cu yds of Lime Treated Spoils by OC Jones (110 x \$518 & 20 x \$653)

Provide GPS and CAD As-builts

Bond

GENERAL INFORMATION

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

Waller, Inc.

Submitted by Mike Waller

\$955,231

\$1,067,449

Unit	Unit Cost	Total Cost
------	-----------	------------

		\$955,231
--	--	-----------

		\$112,218
--	--	-----------

		\$9,850
--	--	---------

		\$70,040
--	--	----------

		\$18,000
--	--	----------

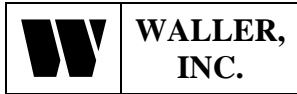
		\$14,328
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879648

CL A

1000005714

0.83



CA CL #879648
 2229 Trinity Drive
 Brentwood, CA 94513
 Mike.WallerInc@comcast.net

Contact: Mike Waller
Phone: 925-634-3663
Fax: 925-634-3684
Cell: 925-382-9762

Proposal Date: 8/10/2023

Union: Yes
Bond: Included
Sales Tax: Included
Bid Date: 08/10/2023

Quote For: Kemble-Chavez ES, Inc. 1 -- CCD NO-2, Sacramento, CA

Quote To: Michael Flores
 Balfour Beatty /
 Clark/Sullivan

Phone: 916-462-1196
Fax:
Email: Michael Flores
 <mflores@clarksullivan.com>

SEE PRICING SUMMARY FOR ADDITIONAL COMMENTS.

UTILITIES IN LIME AREA IS ITEMIZED SEPARATELY WHICH IS GOOD BUT CONFIRM THE BACKFILL OF THESE TRENCHES WITH AB IS INCLUDED. PER SPEC, LIME TREATED SOIL EXCAVATED FOR TRENCHING MAY NOT BE RE-USED AS BACKFILL FOR TRENCHES. APPEARS TO BE COVERED BUT WANT TO BE SURE.

**Scope: PCO #9: CCD-NO 2 --
 Additional "Wet" Site Utilities**

YES 12" AB IS INCLUDED IN BACKFILL

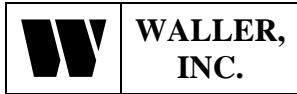
SANITARY SEWER			
ONSITE OPERATING COSTS	1	LS	
POTHOLE/TUNNEL (E) UTILITIES	2	EA	
CONNECT TO (E) SEWER STUB, SS	2	EA	
6" SDR 35 PVC, SS	804	LF	
4" SDR 35 PVC, SS	100	LF	
48" SSMH, SS	2	EA	
6" COTG, SS	10	EA	
SEWER SUBTOTAL			\$ 134,986

MANY OF THESE COSTS ARE CARRIED OVER FROM WHAT SHOULD ALREADY BE INLCUDED IN INC. 2 SCOPE, FYI. WILL A CREDIT ESTIMATE FOR INC. 2 BE PROVIDED? HOW IS THAT BEING ADDRESSED.

STORM DRAIN			
CONNECT TO (E) STUB, SD	6	EA	
12" HDPE, SD	106	LF	
10" HDPE, SD	365	LF	
8" PVC SDR 35, SD	725	LF	
6" SDR35 PVC, SD	430	LF	
4" SDR35 PVC, SD	880	LF	
24" APPARTUS SDDI "BURIED"	3	EA	
24" SDDI, SD	9	EA	
CONTECH FILTERS @ DROP OFF	2	EA	
24" SDMH, SD	3	EA	
24" CURB INLETS	3	EA	
36" BIO-SWALE INLET W/FLOGUARD	1	EA	
AREA DRAIN STUB-UP, SD	31	EA	
FLOOR DRAIN STUB-UP, SD	4	EA	
PLANTER DRAIN STUB-UP, SD	20	EA	
8" COTG	1	EA	
6" COTG, SD	2	EA	
4" COTG, SD	1	EA	
STORM SUBTOTAL			\$ 323,985

WE COUNT 26 TOTAL. ESTIMATE HAS 8 HERE AND 22 IN LIME AREA OR 30 TOTAL.

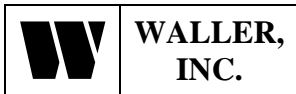
TAKE-OFF ERROR
 4 TOTAL IN THIS PART



CA CL #879648

Proposal Date: 8/10/2023

DOMESTIC WATER		
4" PVC C900 DR18, DW	58	LF
2" TEMP BLOW-OFFS, DW	2	EA
1" DW STUB, w/ VALVE	1	EA
DOMESTIC SUBTOTAL		\$ 17,783
FIRE		
CONNECT TO FH STUBS & SET HYD	2	EA
8" DR18 PVC, "FS", FW	252	LF
CONNECT TO (E) "SP" STUBS	4	EA
ADD 6" DR14 PVC "SP", FW	240	LF
ADD 6" DR14 PVC "FS", FW	30	LF
2" TEMP BLOW OFFS, FW	9	EA
CONNECT AND ADD 2 WAY FDC	1	EA
FIRE SUBTOTAL		\$ 150,302
UTILITIES IN LIME TREATED AREAS		
LOCATE AND CONNECT TO (E) STUBS	69	EA
6" SDR 35 PVC, SD	60	LF
4" SDR 35 PVC, SD	740	LF
4" COTG, SD	8	EA
6" COTG, SD	2	EA
AREA DRAIN STUB-UPS, SD	2	EA
FLOOR DRAIN STUB-UP, SD	22	EA
PLANTER DRAIN STUB-UP, SD	14	EA
DOWNSPOUT BASIN STUB-UP, SD	10.00	EA
DOWNSPOUT C/ TEE STUB UP, SD	40.00	EA
24" APPARATUS SDDI "BURIED", SD	4	EA
LIME TREAT AREA SUBTOTAL		\$ 107,900
INC #1 CCD NO-2 TOTAL		\$ 734,956
ADD ALTERNATE #1		
HYD MANIFOLDS FOR SITE WATER	2	EA
ALT #1 SUBTOTAL		\$ 2,001
INC #1 CCD NO 2 PLUS ALT #1		\$ 736,957
PLUS BOND RATE @ 1.5%		\$ 11,054
TOTAL BASE BID PLUS ALT #1 PLUS BOND		\$ 748,011



INC #2 BUDGET PROPOSAL (PARTIAL)

INC #2 MOBILIZATION	1	LS		
RAISE SEWER MANHOLE, SS INC 2	3	EA		
RAISE SEWER CLEANOUTS, SS INC 2	15	EA		
RAISE SDDI, SD INC 2	9	EA		
RAISE SDMH, SD INC 2	4	EA		
SET BOX TO GRADE, SSCO INC 2	5	EA		
TOP OUT DOWNSPOUT BASINS, SD INC 2	10	EA		
TOP OUT DOWNSPOUT C/O TEE, SD INC 2	40	EA		
TOP OUT AREA DRAINS, SD INC 2	32	EA		
TOP OUT FLOOR DRAIN, SD, INC 2	26	EA		
TOP OUT PLANTER DRAIN, SD INC 2	22	EA		
RAISE 8" COTG, SD INC 2	1	EA		
RAISE 6" COTG, SD INC 2	4	EA		
RAISE 4" COTG, SD	9	EA		
RAISE DW VALVE, DW, INC 2	2	EA		
RAISE NEW HYD VALVE CANS, FW INC 2	2	EA		
RAISE 8" VALVE, FW INC 2	1	EA		
RAISE 6" VALVE, FW INC 2	1	EA		
CONNECT AND INSTALL ASR	7	EA		
SET BOX TO GRADE, WATER VALVE, INC 2	11	EA		
INC #2 SUBTOTAL			\$	\$ 218,274
BUDGET TOTAL FOR INC #2			\$	\$ 218,274
PLUS BOND RATE @ 1.5%			\$	\$ 3,274
TOTAL INC #2 BUDGET PLUS BOND			\$	\$221,548

A DI INSTALLED IN INC.1 PER THIS REVISION IS LIKELY BEING SET AT FINAL GRADE IN THIS INCREMENT. SAME WITH MANHOLES AND CURB INLETS. WE DO NOT SEE ANY ADJUSTMENT NECESSARY FOR THIS STRUCTRES.

AREA DRAINS AND CLEANOUTS, WOULD NEED TO BE ADJUSTED YES, BUT NOT THE ITEMS CROSSED OUT HERE.

These must be raised after curb and gutter and A/C or concrete is in, to put the proper slope and grade.

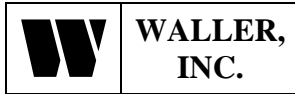
PER ABOVE, WE HAD A TAKE OFF ERROR QTY AND PRICE ADJUSTED

Notes:

1. Approximate Spoils in UG Trenching to be left trench side are 1100 +/-cyds .
2. Approximate spoils from Lime Treated areas 200 +/-cyds
3. On-site access to Construction Water to be supplied by Others.
4. Payment Terms, Net 30 days. Waller, Inc. retention to be reduced to 5%, 30 days after our scope of work is substantially complete.
5. This Proposal shall be incorporated into any Contract agreement.
6. **Sewer Invert Elevations need to be adjusted by the Engineer to work with the revised INV Elevations per RFI 034. Also, per RFI 034, an additional 1EA x 6" SSCO has been included in this proposal.**

Inclusions:

1. Sub grade to be + or - 6 in.
2. One mobilization only.
3. Oea Addendums.
4. Price is valid for 30 days from the Proposal Date.
5. All utilities to be stubbed 5' from building.



CA CL #879648

Proposal Date: 8/10/2023

6. **Mastic and Poly Bags for Corrosion Protection of ferrous metal pipe and fittings on FW System, per NFPA standards.**
7. **Current delivery lead time for Pre-Cast Concrete Structures is 6 – 8+ Weeks.**
8. **Stubbing RWL and DS piping 5' from building.**
9. **Stub-ups w/caps only for Area Drains, Planter Drains, Clean-outs, Floor Drains. (Boxes with concrete collars, Area/Planter/Floor Drains to be Set to Finish Grade in Inc #2)**
10. **Aggregate Base Rock in upper 12" of trenches in lime treated areas, for Utilities with less than 30" of Cover.**
11. **For Hooded Curb Inlets, Hood to be provided loose to be set in concrete by Others.**
12. **All material is per our already approved Inc. 1 Submittals.**
13. **INC #2 BUDGET pricing is only a Partial "Wet" Site Utility price. There are going to be additional "Wet" Site Utilities, scope of work and pricing, once the Inc. 2 plans are DSA approved.**

Exclusions:

1. Bonds, Permit Fees, Soils Engineering Fees, Encroachment Permits, Utility/Connection Fees, Meter Fee.
2. Demolition, Remove & Replace of existing site work, unless noted above and rock excavation
3. Hazardous waste removal or off-haul
4. Dewatering, Sump Pumps or installation for rain water.
5. Temporary Water Service and Meter fees, Erosion Control.
6. Survey Staking of proposed work and as-built surveying.
7. Final utility connections at buildings, Final Adjustment of Tamper Switches
8. Adjustment of Existing utility Boxes, valve cans, manholes and inlets, unless noted above
9. Irrigation and landscape remove and replace. Temporary Fencing and (E) Fencing R&R. Trench Drains. Splash Blocks. Thru Curb Drains. Pipe Bollards.
10. Unforeseen underground utilities and obstructions. Work not included in the above Scope
11. Spoils removal from trench side and off-haul. AC Paving off-haul.
12. **Removal or replacement of AC or Concrete**
13. **Repair of damaged (E) utilities not shown on the drawings. Restoration & Replacement of (E) Sitework, Landscape & Lawn Area.**
14. **Overtime, Weekend & Holiday work.**
15. **Site Fire Flow Calculations.**
16. **Corrosion Protection Design and Installation of Wires, Anodes and Test Stations.**
17. **Conduit in FW Trenches for Fire Alarm system.**
18. **Striping. AC Grinding. Slurry Seal. AC Reinforcing Fabric.**
19. **Fence removal, relocation or replace.**
20. **Contractor QSP for flushing Sewer, Storm Drain and Water Utilities.**
21. **Survey of (e) utilities.**
22. **AC/Concrete sawcut remove or replace.**
23. **Slurry backfill of any trenches that are not noted on the plans.**
24. **GPS survey of utilities installed in Inc 1.**
25. **Accelerated schedule or premium time.**
26. **Bio-swale excavation, CL II Perm, Sandy loam, Perf Pipe or clean-outs**
27. **4" Perf. Subdrain w/ Drain Rock & Fabric beneath play apparatus, per detail 8/1CS503.**
28. **Storm Drain Outfall Structures, per details 5/1CS502 & 5/1CS503.**
29. **Repair of Utility "Stub-Ups" damaged by others.**
30. **Concrete/Rebar Collar around Contech Filter Inlets, per detail 12/1CS503.**
31. **Sewer Piping to Building Sewer Service Point, and 2-Way SSCO, per Sanitary Sewer Note #60.**
32. **Installing 6" SS and 8" FS piping, after the SMUD Transformer/Panel is removed.**

Waller, Inc.

Michael G. Waller
Michael G. Waller, Vice President

CAN WE CLARIFY THIS A LITTLE MORE? IM NOT ARGUING THAT IT'S HERE, JUST WANT A LITTLE UNDERSTANDING WHAT IT INCLUDES, THAT SHOULDN'T ALREADY BE INCLUDED IN THE UNIT PRICES.

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift				ct	Total	
*** 1001	ONSITE OPERATING COSTS					Takeoff:	1.00 LS			Bid:	1.00 LS
1010	ONSITE OPERATING COSTS	1.00	LS	6220-1	8.00	2,006	13,050	3,563	680	7,030	26,329
Mh:	16.00	Shifts: 2.0	Mh/Un: 16.0000	Un/Sh: 0.5000		2,006.40	13,050.00	3,562.65	679.84	7,030.00	26,328.89
*****Biditem/Category 1001		*****				2,006	13,050	3,563	680	7,030	26,329
Mh:	16.00	Mh/Un: 16.0000				2,006.40	13,050.00	3,562.65	679.84	7,030.00	26,328.89
*** 1100	POTHOLE/TUNNEL (E) UTILITIES					Takeoff:	2.00 EA			Bid:	2.00 EA
1020	POTHOLE EXISTING	2.00	EA	6220-1	8.00	1,225		104	659		1,988
Mh:	12.00	Shifts: 0.8	Mh/Un: 6.0000	Un/Sh: 2.6667		612.48		52.20	329.47		994.15
*****Biditem/Category 1100		*****				1,225		104	659		1,988
Mh:	12.00	Mh/Un: 6.0000				612.48		52.20	329.47		994.15
*** 2000	CONNECT TO (E) SEWER STUB, SS					Takeoff:	2.00 EA			Bid:	2.00 EA
3020	CONNECT TO EX. STUB	2.00	EA	6308-1	8.00	1,928	154	157	645		2,883
Mh:	18.00	Shifts: 0.8	Mh/Un: 9.0000	Un/Sh: 2.6667		963.75	77.23	78.30	322.26		1,441.54
*****Biditem/Category 2000		*****				1,928	154	157	645		2,883
Mh:	18.00	Mh/Un: 9.0000				963.75	77.23	78.30	322.26		1,441.54
*** 2050	6" SDR 35 PVC, SS					Takeoff:	804.00 LF			Bid:	804.00 LF
2311	F&I 6" SDR35, SS	804.00	LF	6308-1	8.00	18,331	16,865	1,614	11,027		47,837
Mh:	185.53	Shifts: 3.9	Mh/Un: 0.2308	Un/Sh: 208.0207		22.80	20.98	2.01	13.72		59.50
2312	BACKFILL 6" SDR26, SS	804.00	LF	6308-1	8.00	4,931		408	2,872		8,211
Mh:	46.90	Shifts: 1.7	Mh/Un: 0.0583	Un/Sh: 480.0000		6.13		0.51	3.57		10.21
2313	TEST 6" SDR26, SS	804.00	LF	6308-1	8.00	2,513		210	403	7,200	10,326
Mh:	24.12	Shifts: 1.5	Mh/Un: 0.0300	Un/Sh: 533.3333		3.13		0.26	0.50	8.96	12.84
*****Biditem/Category 2050		*****				25,775	16,865	2,232	14,302	7,200	66,375
Mh:	256.55	Mh/Un: 0.3191				32.06	20.98	2.78	17.79	8.96	82.56
*** 2200	4" SDR 35 PVC, SS					Takeoff:	100.00 LF			Bid:	100.00 LF
2321	F&I 4" SDR35 PVC, SS	100.00	LF	6308-1	8.00	2,075	1,861	183	1,020		5,139
Mh:	21.00	Shifts: 0.4	Mh/Un: 0.2100	Un/Sh: 228.5714		20.75	18.61	1.83	10.20		51.39
2322	BACKFILL 4" SDR35, SS	100.00	LF	6308-1	8.00	614		55	280		949
Mh:	6.37	Shifts: 0.2	Mh/Un: 0.0637	Un/Sh: 441.8913		6.14		0.55	2.80		9.49
2323	TEST 4", SS	100.00	LF	6308-1	8.00	313		26	50		389
Mh:	3.00	Shifts: 0.2	Mh/Un: 0.0300	Un/Sh: 533.3333		3.13		0.26	0.50		3.89
*****Biditem/Category 2200		*****				3,001	1,861	264	1,350		6,476
Mh:	30.37	Mh/Un: 0.3037				30.01	18.61	2.64	13.50		64.76
*** 2300	48" SSMH, SS					Takeoff:	2.00 EA			Bid:	2.00 EA
2501	INSTALL 48" SSMH	2.00	EA	6308-1	8.00	4,168	8,457	348	1,724		14,698
Mh:	40.00	Shifts: 1.3	Mh/Un: 20.0000	Un/Sh: 1.6000		2,084.13	4,228.53	174.00	862.10		7,348.76
*****Biditem/Category 2300		*****				4,168	8,457	348	1,724		14,698
Mh:	40.00	Mh/Un: 20.0000				2,084.13	4,228.53	174.00	862.10		7,348.76
*** 2600	6" COTG, SS					Takeoff:	10.00 EA			Bid:	10.00 EA
2420	6" SSCO	10.00	EA	6308-1	8.00	1,606	1,973	174	212		3,966
Mh:	20.00	Shifts: 1.3	Mh/Un: 2.0000	Un/Sh: 8.0000		160.59	197.34	17.40	21.25		396.57
*****Biditem/Category 2600		*****				1,606	1,973	174	212		3,966
Mh:	20.00	Mh/Un: 2.0000				160.59	197.34	17.40	21.25		396.57
*** 3000	CONNECT TO (E) STUB, SD					Takeoff:	6.00 EA			Bid:	6.00 EA
3010	CONNECT TO EX. SD	6.00	EA	6308-1	8.00	5,199	2,466	470	1,451		9,586
Mh:	54.00	Shifts: 2.3	Mh/Un: 9.0000	Un/Sh: 2.6667		866.54	411.08	78.30	241.77		1,597.69
*****Biditem/Category 3000		*****				5,199	2,466	470	1,451		9,586
Mh:	54.00	Mh/Un: 9.0000				866.54	411.08	78.30	241.77		1,597.69
*** 3005	12" HDPE, SD					Takeoff:	106.00 LF			Bid:	106.00 LF
3241	F&I 12" CHDPE, SD	106.00	LF	6308-1	8.00	2,093	3,279	184	1,029		6,586
Mh:	21.19	Shifts: 0.4	Mh/Un: 0.1999	Un/Sh: 240.1994		19.75	30.94	1.74	9.71		62.13
3242	BACKFILL 12" CHDPE, SD	106.00	LF	6308-1	8.00	715		65	326		1,105
Mh:	7.42	Shifts: 0.3	Mh/Un: 0.0700	Un/Sh: 400.0000		6.74		0.61	3.07		10.43
*****Biditem/Category 3005		*****				2,808	3,279	249	1,355		7,691
Mh:	28.61	Mh/Un: 0.2699				26.49	30.94	2.35	12.78		72.56

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip-ment	Sub-Contract	Total	
*** 3020		10" HDPE, SD				Takeoff:	365.00 LF		Bid:	365.00 LF		
3111	F&I 10" HDPE, SD	365.00 LF		6308-1	8.00	7,214	10,266	635	3,546		21,662	
Mh:	73.01 Shifts: 1.5	Mh/Un: 0.2000		Un/Sh: 240.1316		19.76	28.13	1.74	9.72		59.35	
3112	BACKFILL 10" HDPE, SD	365.00 LF		6308-1	8.00	2,461		222	1,224	3,465	7,373	
Mh:	25.55 Shifts: 0.9	Mh/Un: 0.0700		Un/Sh: 400.0000		6.74		0.61	3.35	9.49	20.20	
*****Biditem/Category 3020 *****							9,675	10,266	857	4,771	3,465	29,035
Mh:	98.56	Mh/Un: 0.2700				26.51	28.13	2.35	13.07	9.49	79.55	
*** 3025		8" PVC SDR 35, SD				Takeoff:	725.00 LF		Bid:	725.00 LF		
3121	F&I 8" SDR35, SD	725.00 LF			8.00	14,181	22,770	1,388	5,978		44,317	
Mh:	159.50 Shifts: 3.6	Mh/Un: 0.2200		Un/Sh: 200.0000		19.56	31.41	1.91	8.25		61.13	
3122	BACKFILL 8" SDR35, SD	725.00 LF			8.00	4,648		447	2,589	5,400	13,084	
Mh:	51.35 Shifts: 1.5	Mh/Un: 0.0708		Un/Sh: 480.1325		6.41		0.62	3.57	7.45	18.05	
*****Biditem/Category 3025 *****							18,829	22,770	1,834	8,567	5,400	57,401
Mh:	210.85	Mh/Un: 0.2908				25.97	31.41	2.53	11.82	7.45	79.17	
*** 3035		6" SDR35 PVC, SD				Takeoff:	430.00 LF		Bid:	430.00 LF		
3121	F&I 6" SDR35, SD	430.00 LF		6308-1	8.00	8,074	10,871	711	3,969		23,625	
Mh:	81.71 Shifts: 1.7	Mh/Un: 0.1900		Un/Sh: 252.7479		18.78	25.28	1.65	9.23		54.94	
3122	BACKFILL 6", SD	430.00 LF		6308-1	8.00	2,900		262	1,322		4,483	
Mh:	30.10 Shifts: 1.1	Mh/Un: 0.0700		Un/Sh: 400.0000		6.74		0.61	3.07		10.43	
*****Biditem/Category 3035 *****							10,973	10,871	973	5,291		28,108
Mh:	111.81	Mh/Un: 0.2600				25.52	25.28	2.26	12.30		65.37	
*** 3040		4" SDR35 PVC, SD				Takeoff:	880.00 LF		Bid:	880.00 LF		
5201	F&I 4" PVC, SD	880.00 LF		6316-1	8.00	16,526	13,809	1,749	6,540		38,624	
Mh:	176.00 Shifts: 4.4	Mh/Un: 0.2000		Un/Sh: 200.0000		18.78	15.69	1.99	7.43		43.89	
3142	BACKFILL 4", SD	880.00 LF		6308-1	8.00	5,394		487	2,459		8,341	
Mh:	56.00 Shifts: 2.0	Mh/Un: 0.0636		Un/Sh: 440.0000		6.13		0.55	2.79		9.48	
*****Biditem/Category 3040 *****							21,921	13,809	2,236	9,000		46,965
Mh:	232.00	Mh/Un: 0.2636				24.91	15.69	2.54	10.23		53.37	
*** 3043		24" APPARTUS SDDI "BURIED"				Takeoff:	3.00 EA		Bid:	3.00 EA		
3601	INSTALL CB/DI	3.00 EA		6308-1	8.00	2,360	4,817	60	943		8,179	
Mh:	24.01 Shifts: 0.9	Mh/Un: 8.0033		Un/Sh: 3.5034		786.77	1,605.59	19.89	314.23		2,726.49	
*****Biditem/Category 3043 *****							2,360	4,817	60	943		8,179
Mh:	24.01	Mh/Un: 8.0033				786.77	1,605.59	19.89	314.23		2,726.49	
*** 3045		24" SDDI, SD				Takeoff:	9.00 EA		Bid:	9.00 EA		
3601	INSTALL CB/DI	9.00 EA		6308-1	8.00	11,498	16,173	940	2,901		31,512	
Mh:	108.00 Shifts: 4.5	Mh/Un: 12.0000		Un/Sh: 2.0000		1,277.60	1,797.01	104.40	322.36		3,501.37	
3602	STENCILS	9.00 EA		6308-1	8.00	576	252	39	123		991	
Mh:	4.50 Shifts: 0.6	Mh/Un: 0.5000		Un/Sh: 16.0000		63.99	28.03	4.35	13.71		110.08	
*****Biditem/Category 3045 *****							12,074	16,425	979	3,025		32,503
Mh:	112.50	Mh/Un: 12.5000				1,341.59	1,825.04	108.75	336.07		3,611.45	
*** 3047		CONTECH FILTERS @ DROP OFF				Takeoff:	2.00 EA		Bid:	2.00 EA		
3601	INSTALL CB/DI	2.00 EA		6308-1	8.00	3,145	26,580	278	1,394		31,397	
Mh:	31.99 Shifts: 1.1	Mh/Un: 15.9950		Un/Sh: 1.7505		1,572.41	13,289.80	139.20	696.88		15,698.29	
3602	STENCILS	2.00 EA		6308-1	8.00	128	56	17	27		229	
Mh:	1.00 Shifts: 0.1	Mh/Un: 0.5000		Un/Sh: 16.0000		64.00	28.03	8.70	13.71		114.44	
*****Biditem/Category 3047 *****							3,273	26,636	296	1,421		31,625
Mh:	32.99	Mh/Un: 16.4950				1,636.40	13,317.83	147.90	710.59		15,812.72	
*** 3050		24" SDMH, SD				Takeoff:	3.00 EA		Bid:	3.00 EA		
3601	INSTALL CB/DI	3.00 EA		6308-1	8.00	5,110	4,754	418	1,289		11,571	
Mh:	48.00 Shifts: 2.0	Mh/Un: 16.0000		Un/Sh: 1.5000		1,703.46	1,584.53	139.20	429.81		3,857.00	
*****Biditem/Category 3050 *****							5,110	4,754	418	1,289		11,571
Mh:	48.00	Mh/Un: 16.0000				1,703.46	1,584.53	139.20	429.81		3,857.00	
*** 3055		24" CURB INLETS				Takeoff:	3.00 EA		Bid:	3.00 EA		
3601	INSTALL CB/DI	3.00 EA		6308-1	8.00	3,833	6,856	313	967		11,969	
Mh:	36.00 Shifts: 1.5	Mh/Un: 12.0000		Un/Sh: 2.0000		1,277.60	2,285.27	104.40	322.36		3,989.63	
3602	STENCILS	3.00 EA		6308-1	8.00	192	84	26	41		343	
Mh:	1.50 Shifts: 0.2	Mh/Un: 0.5000		Un/Sh: 16.0000		63.99	28.03	8.70	13.71		114.43	

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip-ment	Sub-Contract	Total
*****Biditem/Category 3055 *****						4,025	6,940	339	1,008		12,312
Mh:	37.50	Mh/Un:	12.5000			1,341.59	2,313.30	113.10	336.07		4,104.07
*** 3065	36" BIO-SWALE INLET W/FLOGUARD					Takeoff:	1.00 EA		Bid:		1.00 EA
3601	INSTALL CB/DI	1.00 EA		6308-1	8.00	1,376	4,324	122	550		6,372
Mh:	14.00	Shifts: 0.5	Mh/Un: 14.0000	Un/Sh: 2.0000		1,376.30	4,324.34	121.80	549.68		6,372.12
3602	STENCILS	1.00 EA		6308-1	8.00	64	28	9	14		114
Mh:	0.50	Shifts: 0.1	Mh/Un: 0.5000	Un/Sh: 16.0000		63.99	28.03	8.70	13.71		114.43
*****Biditem/Category 3065 *****						1,440	4,352	131	563		6,487
Mh:	14.50	Mh/Un:	14.5000			1,440.29	4,352.37	130.50	563.39		6,486.55
*** 3070	AREA DRAIN STUB-UP, SD					Takeoff:	31.00 EA		Bid:		31.00 EA
3611	INSTALL CB/DI, ROUND	31.00 EA			8.00	3,043	2,264	270	833		6,409
Mh:	30.99	Shifts: 1.3	Mh/Un: 0.9997	Un/Sh: 24.0068		98.15	73.02	8.70	26.85		206.73
*****Biditem/Category 3070 *****						3,043	2,264	270	833		6,409
Mh:	30.99	Mh/Un:	0.9997			98.15	73.02	8.70	26.85		206.73
*** 3075	FLOOR DRAIN STUB-UP, SD					Takeoff:	8.00 EA		Bid:		8.00 EA
3611	INSTALL FD, SQUARE	8.00 EA			8.00	786	1,150	70	215		2,221
Mh:	8.01	Shifts: 0.3	Mh/Un: 1.0013	Un/Sh: 24.0602		98.31	143.71	8.70	26.90		277.62
*****Biditem/Category 3075 *****						786	1,150	70	215		2,221
Mh:	8.01	Mh/Un:	1.0013			98.31	143.71	8.70	26.90		277.62
*** 3080	PLANTER DRAIN STUB-UP, SD					Takeoff:	20.00 EA		Bid:		20.00 EA
3611	INSTALL CB/DI, ROUND	20.00 EA			8.00	1,965	1,327	174	538		4,004
Mh:	20.01	Shifts: 0.8	Mh/Un: 1.0005	Un/Sh: 24.0240		98.23	66.37	8.70	26.88		200.18
*****Biditem/Category 3080 *****						1,965	1,327	174	538		4,004
Mh:	20.01	Mh/Un:	1.0005			98.23	66.37	8.70	26.88		200.18
*** 3085	8" COTG					Takeoff:	1.00 EA		Bid:		1.00 EA
3411	8" SDCO	1.00 EA		6308-1	8.00	80	624	9	11		724
Mh:	1.00	Shifts: 0.1	Mh/Un: 1.0000	Un/Sh: 16.0000		80.30	623.98	8.70	10.62		723.60
*****Biditem/Category 3085 *****						80	624	9	11		724
Mh:	1.00	Mh/Un:	1.0000			80.30	623.98	8.70	10.62		723.60
*** 3087	6" COTG, SD					Takeoff:	2.00 EA		Bid:		2.00 EA
3421	6" SDCO	2.00 EA		6308-1	8.00	161	328	17	21		527
Mh:	2.00	Shifts: 0.1	Mh/Un: 1.0000	Un/Sh: 16.0000		80.30	163.76	8.70	10.63		263.38
*****Biditem/Category 3087 *****						161	328	17	21		527
Mh:	2.00	Mh/Un:	1.0000			80.30	163.76	8.70	10.63		263.38
*** 3090	4" COTG, SD					Takeoff:	1.00 EA		Bid:		1.00 EA
2420	4" SSCO	1.00 EA			8.00	75	81	9	21		185
Mh:	1.00	Shifts: 0.1	Mh/Un: 1.0000	Un/Sh: 16.0000		74.58	80.53	8.70	21.25		185.06
*****Biditem/Category 3090 *****						75	81	9	21		185
Mh:	1.00	Mh/Un:	1.0000			74.58	80.53	8.70	21.25		185.06
*** 4000	4" PVC C900 DR18, DW					Takeoff:	58.00 LF		Bid:		58.00 LF
5141	F&I 4" C-900, FW	58.00 LF		6316-1	8.00	2,318	3,642	209	1,166		7,334
Mh:	24.00	Shifts: 0.5	Mh/Un: 0.4138	Un/Sh: 116.0000		39.96	62.79	3.60	20.10		126.45
5142	FITTINGS 4" C-900, FW	2.00 EA		6316-1	8.00	164		17	29		210
Mh:	2.00	Shifts: 0.1	Mh/Un: 1.0000	Un/Sh: 18.1818		82.00		8.70	14.42		105.12
5143	BACKFILL 4" C-900, FW	58.00 LF		6316-1	8.00	479		44	223		746
Mh:	5.08	Shifts: 0.2	Mh/Un: 0.0876	Un/Sh: 319.9117		8.25		0.76	3.85		12.86
5161	TEST C-900, FW	58.00 LF		6316-1	8.00	204		17	48	1,500	1,769
Mh:	2.00	Shifts: 0.1	Mh/Un: 0.0345	Un/Sh: 464.0000		3.51		0.30	0.83	25.86	30.51
*****Biditem/Category 4000 *****						3,164	3,642	288	1,466	1,500	10,060
Mh:	33.08	Mh/Un:	0.5703			54.55	62.79	4.96	25.28	25.86	173.44
*** 4005	2" TEMP BLOW-OFFS, DW					Takeoff:	2.00 EA		Bid:		2.00 EA
5681	INSTALL 4" ASR	2.00 EA		6316-1	8.00	1,595	1,510	157	319		3,581
Mh:	18.00	Shifts: 0.8	Mh/Un: 9.0000	Un/Sh: 2.6667		797.69	755.16	78.30	159.51		1,790.66
*****Biditem/Category 4005 *****						1,595	1,510	157	319		3,581
Mh:	18.00	Mh/Un:	9.0000			797.69	755.16	78.30	159.51		1,790.66

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip-ment	Sub-Contract	Total
*** 4010	1" DW STUB, w/ VALVE					Takeoff:	1.00 EA		Bid:	1.00 EA	
4501	F&I 1" DW SERVICE	10.00	LF		8.00	589	1,191	52	161		1,993
Mh:	6.00 Shifts: 0.3	Mh/Un: 0.6000	Un/Sh: 40.0000			58.91	119.09	5.22	16.12		199.33
3752	SET BOXES	1.00	EA		8.00	306		35	191		532
Mh:	4.00 Shifts: 0.3	Mh/Un: 4.0000	Un/Sh: 4.0000			306.16		34.80	191.32		532.28
*****Biditem/Category 4010						895	1,191	87	353		2,526
Mh:	10.00	Mh/Un: 10.0000				895.26	1,190.85	87.00	352.50		2,525.61
*** 5000	CONNECT TO FH STUBS & SET HYD					Takeoff:	2.00 EA		Bid:	2.00 EA	
5751	INSTALL FIRE HYDRANT	2.00	EA	6316-1	8.00	2,659	19,573	261	532		23,025
Mh:	30.00 Shifts: 1.3	Mh/Un: 15.0000	Un/Sh: 1.6000			1,329.49	9,786.56	130.50	265.85		11,512.40
5011	CONNECT TO EX. FW	2.00	EA	6316-1	8.00	354	602	35	71		1,062
Mh:	4.00 Shifts: 0.2	Mh/Un: 2.0000	Un/Sh: 12.0265			177.21	301.22	17.40	35.36		531.19
*****Biditem/Category 5000						3,013	20,176	296	602		24,087
Mh:	34.00	Mh/Un: 17.0000				1,506.70	10,087.77	147.90	301.21		12,043.58
*** 5005	8" DR18 PVC, "FS", FW					Takeoff:	252.00 LF		Bid:	252.00 LF	
5121	F&I 8" C-900, FW	252.00	LF		8.00	7,827	15,407	767	5,480		29,482
Mh:	88.20 Shifts: 2.2	Mh/Un: 0.3500	Un/Sh: 114.2857			31.06	61.14	3.05	21.75		116.99
5122	FITTINGS 8" C-900, FW	4.00	EA		8.00	467		52	36		555
Mh:	6.00 Shifts: 0.3	Mh/Un: 1.5000	Un/Sh: 12.0301			116.69		13.05	8.91		138.64
5123	BACKFILL 8" C-900, FW	252.00	LF		8.00	1,212		116	713		2,042
Mh:	13.39 Shifts: 0.4	Mh/Un: 0.0531	Un/Sh: 639.9187			4.81		0.46	2.83		8.10
5161	TEST C-900, FW	252.00	LF		8.00	726		66	183		975
Mh:	7.56 Shifts: 0.5	Mh/Un: 0.0300	Un/Sh: 533.3333			2.88		0.26	0.73		3.87
5551	POSSIBLE OFFSETS	1.00	EA		8.00	769	2,974	70	322		4,134
Mh:	8.00 Shifts: 0.5	Mh/Un: 8.0000	Un/Sh: 2.0000			768.70	2,973.79	69.60	322.36		4,134.45
*****Biditem/Category 5005						11,001	18,381	1,071	6,734		37,188
Mh:	123.15	Mh/Un: 0.4887				43.65	72.94	4.25	26.72		147.57
*** 5007	CONNECT TO (E) "SP" STUBS					Takeoff:	4.00 EA		Bid:	4.00 EA	
5011	CONNECT TO EX. FW	4.00	EA	6316-1	8.00	2,345	5,240	209	484		8,277
Mh:	24.00 Shifts: 0.8	Mh/Un: 6.0000	Un/Sh: 5.3333			586.15	1,310.08	52.20	120.89		2,069.31
*****Biditem/Category 5007						2,345	5,240	209	484		8,277
Mh:	24.00	Mh/Un: 6.0000				586.15	1,310.08	52.20	120.89		2,069.31
*** 5010	ADD 6" DR14 PVC "SP", FW					Takeoff:	240.00 LF		Bid:	240.00 LF	
5131	F&I 6" C-900, FW	240.00	LF	6316-1	8.00	6,954	18,061	626	5,227		30,868
Mh:	72.00 Shifts: 1.5	Mh/Un: 0.3000	Un/Sh: 160.0000			28.97	75.25	2.61	21.78		128.62
5132	FITTINGS 6" C-900, FW	16.00	EA	6316-1	8.00	2,231		237	161		2,628
Mh:	27.20 Shifts: 1.5	Mh/Un: 1.7000	Un/Sh: 10.5960			139.45		14.79	10.04		164.28
5133	BACKFILL 6" C-900, FW	240.00	LF	6316-1	8.00	1,396		127	691		2,213
Mh:	14.58 Shifts: 0.4	Mh/Un: 0.0608	Un/Sh: 561.4035			5.82		0.53	2.88		9.22
5161	TEST C-900, FW	240.00	LF	6316-1	8.00	814		70	200		1,084
Mh:	8.00 Shifts: 0.5	Mh/Un: 0.0333	Un/Sh: 480.0000			3.39		0.29	0.83		4.52
*****Biditem/Category 5010						11,395	18,061	1,059	6,279		36,794
Mh:	121.78	Mh/Un: 0.5074				47.48	75.25	4.41	26.16		153.31
*** 5015	ADD 6" DR14 PVC "FS", FW					Takeoff:	30.00 LF		Bid:	30.00 LF	
5131	F&I 6" C-900, FW	30.00	LF	6316-1	8.00	1,925	5,055	173	968		8,121
Mh:	19.93 Shifts: 0.4	Mh/Un: 0.5498	Un/Sh: 87.3494			53.09	139.45	4.78	26.69		224.02
5132	FITTINGS 6" C-900, FW	5.00	EA	6316-1	8.00	615		65	44		725
Mh:	7.50 Shifts: 0.4	Mh/Un: 1.5000	Un/Sh: 12.0106			123.03		13.05	8.83		144.90
5133	BACKFILL 6" C-900, FW	30.00	LF	6316-1	8.00	153		14	76		244
Mh:	1.60 Shifts: 0.0	Mh/Un: 0.0533	Un/Sh: 647.9482			5.11		0.46	2.55		8.12
5161	TEST C-900, FW	30.00	LF	6316-1	8.00	92		8	22		121
Mh:	0.90 Shifts: 0.1	Mh/Un: 0.0300	Un/Sh: 532.8597			3.05		0.26	0.73		4.04
*****Biditem/Category 5015						2,785	5,055	260	1,110		9,210
Mh:	29.93	Mh/Un: 0.9977				92.82	168.50	8.68	36.99		307.00
*** 5020	2" TEMP BLOW OFFS, FW					Takeoff:	9.00 EA		Bid:	9.00 EA	
5671	INSTALL 6" ASR	9.00	EA		8.00	6,798	7,578	705	1,436		16,516
Mh:	81.00 Shifts: 3.4	Mh/Un: 9.0000	Un/Sh: 2.6667			755.33	841.96	78.30	159.51		1,835.10
*****Biditem/Category 5020						6,798	7,578	705	1,436		16,516
Mh:	81.00	Mh/Un: 9.0000				755.33	841.96	78.30	159.51		1,835.10

NOT SAME?
TYPE

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip- Ment	Sub- Contract	Total
*** 5025	CONNECT AND ADD 2 WAY FDC					Takeoff:	1.00 EA			Bid:	1.00 EA
5011	CONNECT TO EX. FW	1.00	EA	6316-1	8.00	532	353	52	106		1,044
Mh:	6.00	Shifts: 0.3	Mh/Un: 6.0000	Un/Sh: 4.0000		531.80	353.16	52.20	106.34		1,043.50
5631	INSTALL 4" FDC	1.00	EA	6316-1	8.00	611	2,778	52	82		3,523
Mh:	6.00	Shifts: 0.4	Mh/Un: 6.0000	Un/Sh: 2.6667		610.81	2,777.75	52.20	82.26		3,523.02
*****Biditem/Category 5025 *****						1,143	3,131	104	189		4,567
Mh:	12.00	Mh/Un:	12.0000			1,142.61	3,130.91	104.40	188.60		4,566.52
*** 6005	LOCATE AND CONNECT TO (E) STUBS					Takeoff:	69.00 EA			Bid:	69.00 EA
3010	CONNECT TO EX. SD	69.00	EA	6308-1	8.00	12,505	3,183	1,201	2,446		19,335
Mh:	138.00	Shifts: 5.8	Mh/Un: 2.0000	Un/Sh: 12.0000		181.23	46.13	17.40	35.45		280.21
*****Biditem/Category 6005 *****						12,505	3,183	1,201	2,446		19,335
Mh:	138.00	Mh/Un:	2.0000			181.23	46.13	17.40	35.45		280.21
*** 6010	6" SDR 35 PVC, SD					Takeoff:	60.00 LF			Bid:	60.00 LF
2311	F&I 6" SDR35, SS	60.00	LF	6308-1	8.00	1,267	1,342	115	487		3,211
Mh:	13.20	Shifts: 0.3	Mh/Un: 0.2200	Un/Sh: 181.8182		21.12	22.36	1.91	8.12		53.51
2312	BACKFILL 6" SDR35, SS	60.00	LF	6308-1	8.00	336		33	227		596
Mh:	3.75	Shifts: 0.2	Mh/Un: 0.0625	Un/Sh: 320.0000		5.61		0.54	3.78		9.94
2313	TEST 6" SDR35, SS	60.00	LF	6308-1	8.00	127		11	20	279	437
Mh:	1.22	Shifts: 0.1	Mh/Un: 0.0203	Un/Sh: 786.3696		2.12		0.18	0.34	4.65	7.29
*****Biditem/Category 6010 *****						1,731	1,342	158	735	279	4,244
Mh:	18.17	Mh/Un:	0.3028			28.85	22.36	2.63	12.25	4.65	70.74
*** 6015	4" SDR 35 PVC, SD					Takeoff:	740.00 LF			Bid:	740.00 LF
2321	F&I 4" SDR35 PVC, SS	740.00	LF	6308-1	8.00	18,470	11,184	335	7,103		37,092
Mh:	192.40	Shifts: 4.8	Mh/Un: 0.2600	Un/Sh: 153.8462		24.96	15.11	0.45	9.60		50.12
2322	BACKFILL 4" SDR35, SS	740.00	LF	6308-1	8.00	4,536		410	2,043		6,989
Mh:	47.09	Shifts: 1.7	Mh/Un: 0.0636	Un/Sh: 440.1356		6.13		0.55	2.76		9.44
2323	TEST 4", SS	740.00	LF	6308-1	8.00	2,313		193	371		2,878
Mh:	22.20	Shifts: 1.4	Mh/Un: 0.0300	Un/Sh: 533.3333		3.13		0.26	0.50		3.89
*****Biditem/Category 6015 *****						25,320	11,184	938	9,517		46,959
Mh:	261.69	Mh/Un:	0.3536			34.22	15.11	1.27	12.86		63.46
*** 6020	4" COTG, SD					Takeoff:	8.00 EA			Bid:	8.00 EA
2420	4" SSC0	8.00	EA		8.00	597	644	70	170		1,480
Mh:	8.00	Shifts: 0.5	Mh/Un: 1.0000	Un/Sh: 16.0000		74.58	80.53	8.70	21.25		185.05
*****Biditem/Category 6020 *****						597	644	70	170		1,480
Mh:	8.00	Mh/Un:	1.0000			74.58	80.53	8.70	21.25		185.05
*** 6025	6" COTG, SD					Takeoff:	2.00 EA			Bid:	2.00 EA
3421	6" SD00	2.00	EA	6308-1	8.00	321	328	35	42		726
Mh:	4.00	Shifts: 0.3	Mh/Un: 2.0000	Un/Sh: 8.0000		160.59	163.76	17.40	21.25		362.99
*****Biditem/Category 6025 *****						321	328	35	42		726
Mh:	4.00	Mh/Un:	2.0000			160.59	163.76	17.40	21.25		362.99
*** 6030	AREA DRAIN STUB-UPS, SD					Takeoff:	2.00 EA			Bid:	2.00 EA
3611	INSTALL CB/DI, ROUND	2.00	EA		8.00	197	181	17	54		450
Mh:	2.01	Shifts: 0.1	Mh/Un: 1.0050	Un/Sh: 24.2424		98.68	90.43	8.75	27.00		224.85
*****Biditem/Category 6030 *****						197	181	17	54		450
Mh:	2.01	Mh/Un:	1.0050			98.68	90.43	8.75	27.00		224.85
*** 6035	FLOOR DRAIN STUB-UP, SD					Takeoff:	22.00 EA			Bid:	22.00 EA
3611	INSTALL FD, SQUARE	22.00	EA		8.00	2,159	1,215	191	591		4,156
Mh:	21.99	Shifts: 0.9	Mh/Un: 0.9995	Un/Sh: 24.0096		98.14	55.22	8.70	26.85		188.91
*****Biditem/Category 6035 *****						2,159	1,215	191	591		4,156
Mh:	21.99	Mh/Un:	0.9995			98.14	55.22	8.70	26.85		188.91
*** 6040	PLANTER DRAIN STUB-UP, SD					Takeoff:	14.00 EA			Bid:	14.00 EA
3611	INSTALL CB/DI, ROUND	14.00	EA		8.00	1,376	797	122	376		2,670
Mh:	14.01	Shifts: 0.6	Mh/Un: 1.0007	Un/Sh: 24.0343		98.25	56.91	8.70	26.88		190.74
*****Biditem/Category 6040 *****						1,376	797	122	376		2,670
Mh:	14.01	Mh/Un:	1.0007			98.25	56.91	8.70	26.88		190.74

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip-Ment	Sub-Contract	Total
*** 6050	24" APARATUS SDDI "BURIED", SD					Takeoff:	4.00 EA		Bid:	4.00 EA	
3601	INSTALL CB/DI	4.00	EA	6308-1	8.00	3,145	4,593	278	1,256		9,272
Mh:	31.99	Shifts: 1.1	Mh/Un: 7.9975	Un/Sh: 3.5011		786.20	1,148.16	69.60	314.01		2,317.97
*****Biditem/Category 6050 *****						3,145	4,593	278	1,256		9,272
Mh:	31.99	Mh/Un:	7.9975			786.20	1,148.16	69.60	314.01		2,317.97
*** 6055	DOWNSPOUT BASIN STUB-UP, SD					Takeoff:	10.00 EA		Bid:	10.00 EA	
3611	STUB 4" JUST ABOVE GRADE	10.00	EA	6308-1	8.00	1,064	424	29	268		1,785
Mh:	9.99	Shifts: 0.4	Mh/Un: 0.9990	Un/Sh: 24.0211		106.36	42.41	2.90	26.84		178.51
*****Biditem/Category 6055 *****						1,064	424	29	268		1,785
Mh:	9.99	Mh/Un:	0.9990			106.36	42.41	2.90	26.84		178.51
*** 6060	DOWNSPOUT C/ TEE STUB UP					Takeoff:	40.00 EA		Bid:	40.00 EA	
3611	STUB 4" JUST ABOVE GRADE	40.00	EA	6308-1	8.00	4,258	1,565	116	1,074		7,012
Mh:	39.99	Shifts: 1.7	Mh/Un: 0.9998	Un/Sh: 24.0053		106.44	39.12	2.90	26.86		175.31
*****Biditem/Category 6060 *****						4,258	1,565	116	1,074		7,012
Mh:	39.99	Mh/Un:	0.9998			106.44	39.12	2.90	26.86		175.31
*** 9000	ALT #1: HYDRANT MANIFOLDS					Takeoff:	2.00		Bid:	2.00	
1520	BUILD MANIFOLDS	2.00	EA	6220-1	8.00	316	1,446	15	42		1,820
Mh:	4.00	Shifts: 0.3	Mh/Un: 2.0000	Un/Sh: 8.0000		157.78	723.19	7.62	21.25		909.83
*****Biditem/Category 9000 *****						316	1,446	15	42		1,820
Mh:	4.00	Mh/Un:	2.0000			157.78	723.19	7.62	21.25		909.83
Mh:	2,502.04	***REPORT TOTALS***				240,628	286,385	23,637	95,436	24,874	670,960

N = Activity not adjusted to bid quantity

Q CAN WE CLARIFY THIS A LITTLE MORE? IM NOT ARGUING THAT IT'S HERE, JUST WANT A LITTLE UNDERSTANDING WHAT IT INCLUDES, THAT SHOULDN'T ALREADY BE INCLUDED IN THE UNIT PRICES.

A We have costs for fuel increases as well as, bridge tolls, Labor and equipment to haul in and out our small equip, skid steer, mini excavator, water truck and also included is some "low boy" transportation for our larger equipment.

INC. 2 BUDGET (PARTIAL)

Waller, Inc.
082023-01

Kemble-Chavez Inc CCD-NO 2 INC #1

08/10/2023

15:21

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip- Ment	Sub- Contract	Total	
*** 8000	INC #2 MOBILIZATION					Takeoff:	1.00 LS		Bid:	1.00 LS		
1010	MOBILIZATOIN	1.00	LS	6220-1	8.00	2,190	4,894	1,128	1,701	6,270	16,183	
Mh:	16.00	Shifts: 2.0	Mh/Un: 16.0000	Un/Sh: 0.5000		2,190.40	4,893.75	1,127.74	1,701.44	6,270.00	16,183.33	
	*****Biditem/Category 8000 *****						2,190	4,894	1,128	1,701	6,270	16,183
Mh:	16.00	Mh/Un: 16.0000				2,190.40	4,893.75	1,127.74	1,701.44	6,270.00	16,183.33	
*** 8050	RAISE SEWER MANHOLE, SS INC 2					Takeoff:	3.00 EA		Bid:	3.00 EA		
2502	RAISE IRON, MH	3.00	EA	6308-1	8.00	1,611	555	157	861		3,183	
Mh:	18.00	Shifts: 1.1	Mh/Un: 6.0000	Un/Sh: 2.6667		537.03	184.88	52.20	286.98		1,061.08	
	*****Biditem/Category 8050 *****						1,611	555	157	861	3,183	
Mh:	18.00	Mh/Un: 6.0000				537.03	184.88	52.20	286.98		1,061.08	
*** 8055	RAISE SEWER CLEANOUTS, SS INC 2					Takeoff:	15.00 EA		Bid:	15.00 EA		
2412	RAISE IRON, 6" CO	15.00	EA	6308-1	8.00	5,370	3,894	522	3,384		13,170	
Mh:	60.00	Shifts: 3.8	Mh/Un: 4.0000	Un/Sh: 4.0000		358.02	259.62	34.80	225.57		878.01	
	*****Biditem/Category 8055 *****						5,370	3,894	522	3,384	13,170	
Mh:	60.00	Mh/Un: 4.0000				358.02	259.62	34.80	225.57		878.01	
*** 8057	SET BOX TO GRADE, SSCO INC 2					Takeoff:	5.00 EA		Bid:	5.00 EA		
2412	RAISE IRON, 6" CO	5.00	EA	6308-1	8.00	1,790	683	174	1,128		3,775	
Mh:	20.00	Shifts: 1.3	Mh/Un: 4.0000	Un/Sh: 4.0000		358.02	136.59	34.80	225.57		754.98	
	*****Biditem/Category 8057 *****						1,790	683	174	1,128	3,775	
Mh:	20.00	Mh/Un: 4.0000				358.02	136.59	34.80	225.57		754.98	
*** 8060	TOP OUT DOWNSPOUT BASINS, SD INC 2					Takeoff:	10.00 EA		Bid:	10.00 EA		
3611	INSTALL DRAIN @ D/S	10.00	EA		8.00	2,914	2,275	261	806		6,256	
Mh:	30.00	Shifts: 1.3	Mh/Un: 3.0000	Un/Sh: 8.0000		291.37	227.50	26.10	80.59		625.56	
	*****Biditem/Category 8060 *****						2,914	2,275	261	806	6,256	
Mh:	30.00	Mh/Un: 3.0000				291.37	227.50	26.10	80.59		625.56	
*** 8062	TOP OUT DOWNSPOUT C/O TEE, SD INC 2					Takeoff:	40.00 EA		Bid:	40.00 EA		
3611	INSTALL DRAIN @ D/S	40.00	EA		8.00	11,655	14,628	1,044	3,224		30,551	
Mh:	120.00	Shifts: 5.0	Mh/Un: 3.0000	Un/Sh: 8.0000		291.37	365.70	26.10	80.59		763.76	
	*****Biditem/Category 8062 *****						11,655	14,628	1,044	3,224	30,551	
Mh:	120.00	Mh/Un: 3.0000				291.37	365.70	26.10	80.59		763.76	
*** 8065	TOP OUT AREA DRAINS, SD INC 2					Takeoff:	32.00 EA		Bid:	32.00 EA		
3611	INSTALL CB/DI, ROUND	32.00	EA		8.00	9,324	4,993	835	2,579		17,731	
Mh:	96.00	Shifts: 4.0	Mh/Un: 3.0000	Un/Sh: 8.0000		291.37	156.03	26.10	80.59		554.10	
	*****Biditem/Category 8065 *****						9,324	4,993	835	2,579	17,731	
Mh:	96.00	Mh/Un: 3.0000				291.37	156.03	26.10	80.59		554.10	
*** 8070	TOP OUT FLOOR DRAIN, SD, INC 2					Takeoff:	30.00 EA		Bid:	30.00 EA		
3611	INSTALL FD, SQUARE	30.00	EA		8.00	8,741	21,694	783	2,418		33,636	
Mh:	90.00	Shifts: 3.8	Mh/Un: 3.0000	Un/Sh: 8.0000		291.37	723.14	26.10	80.59		1,121.20	
	*****Biditem/Category 8070 *****						8,741	21,694	783	2,418	33,636	
Mh:	90.00	Mh/Un: 3.0000				291.37	723.14	26.10	80.59		1,121.20	
*** 8075	TOP OUT PLANTER DRAIN, SD INC 2					Takeoff:	22.00 EA		Bid:	22.00 EA		
3611	INSTALL CB/DI, ROUND	22.00	EA		8.00	2,137	1,468	191	591		4,387	
Mh:	22.00	Shifts: 0.9	Mh/Un: 1.0000	Un/Sh: 24.0096		97.12	66.74	8.70	26.85		199.41	
	*****Biditem/Category 8075 *****						2,137	1,468	191	591	4,387	
Mh:	22.00	Mh/Un: 1.0000				97.12	66.74	8.70	26.85		199.41	
*** 8076	RAISE SDDI, INC 2					Takeoff:	9.00 EA		Bid:	9.00 EA		
2502	RAISE IRON, SDDI	9.00	EA	6308-1	8.00	4,833	1,664	470	2,583		9,550	
Mh:	54.00	Shifts: 3.4	Mh/Un: 6.0000	Un/Sh: 2.6667		537.03	184.87	52.20	286.98		1,061.08	
	*****Biditem/Category 8076 *****						4,833	1,664	470	2,583	9,550	
Mh:	54.00	Mh/Un: 6.0000				537.03	184.87	52.20	286.98		1,061.08	
*** 8077	RAISE SDMH, SD INC 2					Takeoff:	4.00 EA		Bid:	4.00 EA		
2502	RAISE IRON, MH	4.00	EA	6308-1	8.00	2,148	740	209	1,148		4,244	
Mh:	24.00	Shifts: 1.5	Mh/Un: 6.0000	Un/Sh: 2.6667		537.03	184.88	52.20	286.98		1,061.09	

Activity Unit Price Summary

Biditem Activity	Description	Quantity	Unit	Calendar WC	Hrs/Shift	Labor	Perm Material	Constr Matl/Exp	Equip-ment	Sub-Contract	Total	
*****Biditem/Category	8077	*****				2,148	740	209	1,148		4,244	
Mh:	24.00	Mh/Un:	6.0000			537.03	184.88	52.20	286.98		1,061.09	
*** 8080	RAISE 8" COTG, SD INC 2					Takeoff:	1.00 EA		Bid:		1.00 EA	
2412	RAISE IRON, 8" CO	1.00 EA			8.00	334	255	35	226		849	
Mh:	4.00	Shifts:	0.3	Mh/Un:	4.0000	Un/Sh:	4.0000	333.79	254.62	34.80	225.57	848.78
*****Biditem/Category	8080	*****				334	255	35	226		849	
Mh:	4.00	Mh/Un:	4.0000			333.79	254.62	34.80	225.57		848.78	
*** 8085	RAISE 6" COTG, SD INC 2					Takeoff:	4.00 EA		Bid:		4.00 EA	
3422	RAISE IRON, 6" CO	4.00 EA		6308-1	8.00	1,432	918	139	765		3,255	
Mh:	16.00	Shifts:	1.0	Mh/Un:	4.0000	Un/Sh:	4.0000	358.02	229.61	34.80	191.32	813.75
*****Biditem/Category	8085	*****				1,432	918	139	765		3,255	
Mh:	16.00	Mh/Un:	4.0000			358.02	229.61	34.80	191.32		813.75	
*** 8090	RAISE 4" COTG, SD					Takeoff:	9.00 EA		Bid:		9.00 EA	
2412	RAISE IRON, 4" CO	9.00 EA			8.00	3,004	2,028	313	2,030		7,376	
Mh:	36.00	Shifts:	2.3	Mh/Un:	4.0000	Un/Sh:	4.0000	333.79	225.37	34.80	225.57	819.53
*****Biditem/Category	8090	*****				3,004	2,028	313	2,030		7,376	
Mh:	36.00	Mh/Un:	4.0000			333.79	225.37	34.80	225.57		819.53	
*** 8095	RAISE DW VALVE, DW, INC 2					Takeoff:	2.00 EA		Bid:		2.00 EA	
5752	RAISE 4" AND 1" VALVES	2.00 EA			8.00	668	972	70	451		2,160	
Mh:	8.00	Shifts:	0.5	Mh/Un:	4.0000	Un/Sh:	4.0000	333.80	485.75	34.80	225.57	1,079.92
*****Biditem/Category	8095	*****				668	972	70	451		2,160	
Mh:	8.00	Mh/Un:	4.0000			333.80	485.75	34.80	225.57		1,079.92	
*** 8100	RAISE NEW HYD VALVE CANS, FW INC 2					Takeoff:	2.00 EA		Bid:		2.00 EA	
5752	RAISE NEW HYD VALVE CAN	2.00 EA			8.00	668	321	70	451		1,509	
Mh:	8.00	Shifts:	0.5	Mh/Un:	4.0000	Un/Sh:	4.0000	333.80	160.56	34.80	225.57	754.72
5753	HOUSEKEEPING PAD	2.00 EA		6316-1	8.00	702	100	96	110		1,007	
Mh:	8.00	Shifts:	0.5	Mh/Un:	4.0000	Un/Sh:	4.0000	350.84	50.03	47.85	54.84	503.56
*****Biditem/Category	8100	*****				1,369	421	165	561		2,517	
Mh:	16.00	Mh/Un:	8.0000			684.64	210.58	82.65	280.41		1,258.28	
*** 8105	RAISE 8" VALVE, FW INC 2					Takeoff:	1.00 EA		Bid:		1.00 EA	
5752	RAISE 8" VALVE, FW INC 2	1.00 EA			8.00	334	161	35	226		755	
Mh:	4.00	Shifts:	0.3	Mh/Un:	4.0000	Un/Sh:	4.0000	333.79	160.55	34.80	225.57	754.71
*****Biditem/Category	8105	*****				334	161	35	226		755	
Mh:	4.00	Mh/Un:	4.0000			333.79	160.55	34.80	225.57		754.71	
*** 8110	RAISE 6" VALVE, FW INC 2					Takeoff:	1.00 EA		Bid:		1.00 EA	
5752	RAISE 6" VALVE, FW INC 2	1.00 EA			8.00	334	161	35	226		755	
Mh:	4.00	Shifts:	0.3	Mh/Un:	4.0000	Un/Sh:	4.0000	333.79	160.55	34.80	225.57	754.71
*****Biditem/Category	8110	*****				334	161	35	226		755	
Mh:	4.00	Mh/Un:	4.0000			333.79	160.55	34.80	225.57		754.71	
*** 8115	SET BOX TO GRADE, WATER VALVE, INC 2					Takeoff:	11.00 EA		Bid:		11.00 EA	
5752	SET BOX W INC 2	11.00 EA			8.00	3,672	413	383	2,481		6,949	
Mh:	44.00	Shifts:	2.8	Mh/Un:	4.0000	Un/Sh:	4.0000	333.79	37.52	34.80	225.57	631.68
*****Biditem/Category	8115	*****				3,672	413	383	2,481		6,949	
Mh:	44.00	Mh/Un:	4.0000			333.79	37.52	34.80	225.57		631.68	
*** 8120	CONNECT AND INSTALL ASR					Takeoff:	7.00 EA		Bid:		7.00 EA	
5671	INSTALL 6" ASR	7.00 EA		6316-1	8.00	9,306	23,559	61	1,861		34,788	
Mh:	105.00	Shifts:	4.4	Mh/Un:	15.0000	Un/Sh:	1.6000	1,329.48	3,365.61	8.70	265.85	4,969.65
*****Biditem/Category	8120	*****				9,306	23,559	61	1,861		34,788	
Mh:	105.00	Mh/Un:	15.0000			1,329.48	3,365.61	8.70	265.85		4,969.65	
Mh:	787.00	***REPORT TOTALS***					73,166	86,375	7,009	29,248	6,270	202,067

N = Activity not adjusted to bid quantity

**SCUSD Chavez-Kemble ES CCD #002
GENERAL REQUIREMENTS**

Cost Coding				GENERAL REQUIREMENTS			
Division	Cost Type	Cost Code	Description	UOM	Quantity	Rate	Total Amount
GR	42035	10114200	OFFICE CLEAN-UP	MO	7.00	\$ 450.00	\$ 3,150
GR	42035	10112800	OFFICE/TRAILER RENTAL (GC & CM/IOR)	MO	7.00	\$ 2,000.00	\$ 14,000
GR	42035	10113800	INTERNET SERVICE & SECURITY MONITORING	MO	7.00	\$ 4,174.00	\$ 29,218
GR	42035	10114800	JOBSITE TOILETS/WASH STATIONS	MO	7.00	\$ 800.00	\$ 5,600
GR	42035	10126201	TABLETS	MO	7.00	\$ 140.08	\$ 981
GR	42035	10126500	COMPUTER EQUIP/NETWORK EQUIP (InTrailer)	MO	7.00	\$ 2,297.00	\$ 16,079
GR	42035	10126702	TEXTURA - CCD 002 - INC 01 Extension	LS	1.00	\$ 1,500.00	\$ 1,500
GR	42035	10127300	OFFICE/TRAILER SUPPLIES & CONSUMABLES	WK	30.00	\$ 255.00	\$ 7,650
GR	42030	10127500	PRINTER RENTAL	MO	7.00	\$ 300.00	\$ 2,100
GR	42035	10126500	SITE ASSIST INSPECTION SOFTWARE	MO	7.00	\$ 600.00	\$ 4,200
GR	42035	10128000	PRINTING - DRWGS & SPECS	EA	1.00	\$ 1,500.00	\$ 1,500
GR	42035	10128200	AS-BUILT SCANNING & REPRODUCTIONS	EA	1.00	\$ 1,950.00	\$ 1,950
GR	42035	10128201	CLOSEOUT BINDER REPRODUCTIONS	LS	1.00	\$ 500.00	\$ 500
GR	42035	10128800	CEREMONY/MTGS/JOBSITE TOURS/OUTREACH	EA	1.00	\$ 3,500.00	\$ 3,500
GR	42035	10142200	GRADALL / LIFT	MO	3.00	\$ 2,000.00	\$ 6,000
GR	42035	10142900	EQUIPMENT FUEL - DIESEL	MO	3.00	\$ 400.00	\$ 1,200
GR	42010	10151000	TEMP CHAINLINK FENCE (Labor)	EA	2.00	\$ 4,400.00	\$ 8,800
GR	42035	10147501	DUMPSTERS	MO	7.00	\$ 850.00	\$ 5,950
GR	42035	10151000	SOUND BLANKETS	MO	7.00	\$ 4,100.00	\$ 28,700
GR	42010	10151500	JOBSITE CLEAN UP	MO	7.00	\$ 3,900.00	\$ 27,300
GR	42035	10160500	SAFETY BARRICADES - K RAIL	MO	7.00	\$ 450.00	\$ 3,150
GR	42035	10161000	SAFETY WEEK - LUNCH & LEARN / SAFETY INCENTIVES	EA	1.00	\$ 2,500.00	\$ 2,500
GR	42035	10172500	GENERATOR	MO	7.00	\$ 1,650.00	\$ 11,550
GR	42035	11910015	TIA/UPDATE SCHEDULING	MO	7.00	\$ 3,525.00	\$ 24,675
GR	42035	10176001	SWPPP - MONTHLY MAINTENANCE	MO	7.00	\$ 4,850.00	\$ 33,950
GR	42040	10185050	LCP TRACKER - INC 01	EA	1.00	\$ 1,350.00	\$ 1,350
			Subtotal General Requirements	-			\$ 247,053
				-			\$ 247,053

Total GR's for CCD 002: \$ 247,053
Total Monthly CCD 002 GR's \$ 35,293

Assumptions / Notes / Clarifications:

- This estimate is based on the DSA Approved CCD #002.
- The Site Utility scope that is being priced and completed by Waller Inc. includes the final raising of utilities, to grade in 2024. It is noted in their quote as “INC #2 Budget Proposal (Partial)” for wet side utilities. – We plan on having them come back to complete their work so as to avoid any warranty issues, etc. and to lock in pricing now to capture savings against escalation. Note: All remaining utility work will be included in Increment 02.
- The Grading Utility scope that is being priced and completed by OC Jones includes rough grade of entire site, excluding North drop off area and the two bio-retention area’s. These area’s will be used for spoils stockpiling during CCD 002 work completion. OC Jones has also included lime treatment and fine grade for the building pads only, as noted in their proposal.
- The Electrical Infrastructure scope this is being pricing and completed by Con J Franke Electric includes all lines as noted on the plan sheet in this proposal. All remaining/future electrical infrastructure work will be included in Increment 02.
- We need to lime treat the site prior to any heavy rains, however, we are going to try and hold off lime treating for as long as possible, weather permitting, due to the increased cost of off haul and disposal of lime treated spoils. Any savings will be returned to the District.
- SWPPP has been budgeted for a Type 2 SWPPP Permit.
- This proposal assumes that the work and any utility that is removed, connects to, or encroaches into the project site is owned by the Sacramento City Unified School District.
- This proposal assumes flow tests have been completed and that the existing fire system can support the new fire line, fire sprinklers and fire hydrants.
- This proposal assumes that all sewer or storm drain piping and systems that any new work connects to is in good working order.
- This proposal includes General Liability Insurance, Builders Risk Insurance, and Performance and Payment Bonds.
- We are maintaining our current monthly GC Rate that we had in Increment 1, however, we have reduced our monthly GR’s to reflect the project needs based on anticipated scope for CCD 002.
- All notes and inclusions as noted on trade contractor quotes included in this proposal
- The Owner Contingency and Construction Contingency do not contain any mark up for Fee, just Insurance and Bonds. Upon contingency usage, Fee would be added. Upon return of any unused Contingencies, only mark ups for Insurance and Bonds would be included in the returned amount.

Exclusions

- Removal and/or relocation of any unforeseen underground obstructions and utilities, including but not limited to boulders/obstructions, not identified on approved CCD.
- Handling and/or removal of any hazardous materials outside of ENTEK reports dated 08.31.22 and 09.07.22.
- Costs for delays due to extreme weather conditions.
- Excessive dewatering and winterization above average rainfall.
- Skilled and trained is not included for project nor is tracking and submission to DIR.
- All exclusions as noted on trade contractor quotes included in this proposal, unless otherwise noted.
- Flow test of existing Fire Water.
- Professional liability / errors and omissions insurance.
- Soils Analysis Testing and Reports.
- All fire protection improvements including site fire hydrants, outside the leased area / scope of work.

Activity ID	Activity Name	Orig Duration	Start	Finish	2024												25			
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		Aug	Sep	Oct
Kemble - Chavez Elementary School SCUSD Inc #1 CCD					200	09-Aug-23	22-May-24													
KEY MILESTONES					200	09-Aug-23	22-May-24													
M100	District Release Inc #1 CCD 2 Site Work - Revise Inc #1 GMP	0	09-Aug-23		District Release Inc #1 CCD 2 Site Work - Revise Inc #1 GMP															
M170	DSA Approval - Inc #1 CCD Site Work	0		14-Sep-23	◆ DSA Approval - Inc #1 CCD Site Work															
M200	GMP Approval - Inc #1 CCD Site Work	0		21-Sep-23	◆ GMP Approval - Inc #1 CCD Site Work															
M210	Start - Inc #1 Site Work	0	22-Sep-23		◆ Start - Inc #1 Site Work															
M250	Weather Delays (40 days)	40	26-Mar-24	20-May-24	Weather Delays (40 days)															
M240	Inc #1 Site Work Complete	0		20-May-24	◆ Inc #1 Site Work Complete															
BBC02	Beneficial Use/TCO	1	21-May-24	21-May-24	I Beneficial Use/TCO															
BBC01	Construction Contract Finish	1	22-May-24	22-May-24*	I Construction Contract Finish															
PRE-CONSTRUCTION					47	09-Aug-23	13-Oct-23													
DSA - GMP - Trade Partner Contracts					47	09-Aug-23	13-Oct-23													
DSA Submission					36	09-Aug-23	28-Sep-23													
Inc #1 CCD 2 Site Work-DSA					36	09-Aug-23	28-Sep-23													
INC1-DSA200	DSA Submittal for CCD Approval	1	09-Aug-23	09-Aug-23	DSA Submittal for CCD Approval															
INC1-DSA210	DSA Review / Return with Comments or Approval	20	10-Aug-23	07-Sep-23	DSA Review / Return with Comments or Approval															
INC1-DSA230	Prepare Backcheck Comments for DSA Approval	5	07-Sep-23	13-Sep-23	Prepare Backcheck Comments for DSA Approval															
INC1-DSA220	Request Date for Backcheck	1	07-Sep-23	07-Sep-23	Request Date for Backcheck															
INC1-DSA240	DSA Backcheck & Approve	1	14-Sep-23	14-Sep-23	DSA Backcheck & Approve															
INC1-DSA250	DSA Permit Card Setup on Box	10	15-Sep-23	28-Sep-23	DSA Permit Card Setup on Box															
GMP Development & Procurement					37	09-Aug-23	29-Sep-23													
Inc #1 CCD 2 Site Work-GMP					37	09-Aug-23	29-Sep-23													
INC1-GMP400	Recieve Drawings for Pricing	1	09-Aug-23	09-Aug-23	Recieve Drawings for Pricing															
INC1-GMP430	Trade Partner Pricing	15	10-Aug-23	30-Aug-23	Trade Partner Pricing															
INC1-GMP450	District Review PAD	10	30-Aug-23	13-Sep-23	District Review PAD															
INC1-GMP440	Prepare & Submit PAD to District for Review	5	31-Aug-23	07-Sep-23	Prepare & Submit PAD to District for Review															
INC1-GMP460	District Review & Approval of PAD - Anticipated September 21, 2023	5	15-Sep-23	21-Sep-23	District Review & Approval of PAD - Anticipated September 21, 2023															
INC1-GMP480	Issue & Execute Subcontracts Change Orders & Insurance	1	29-Sep-23	29-Sep-23	Issue & Execute Subcontracts Change Orders & Insurance															
Trade Partner Contracts					10	02-Oct-23	13-Oct-23													
Inc #1 CCD 2 Site Work-Change Orders					10	02-Oct-23	13-Oct-23													
INC1-CONTR2000	Site / Engineering Co.	10	02-Oct-23	13-Oct-23	Site / Engineering Co.															
INC1-CONTR2010	Plumbing Co.	10	02-Oct-23	13-Oct-23	Plumbing Co.															
INC1-CONTR2020	Electrical Co.	10	02-Oct-23	13-Oct-23	Electrical Co.															
INC1-CONTR2030	Mechanical Co.	10	02-Oct-23	13-Oct-23	Mechanical Co.															
CONSTRUCTION					111	16-Oct-23	25-Mar-24													
Inc #1 CCD 2 Site Work-Construction					111	16-Oct-23	25-Mar-24													
Demoliton					15	16-Oct-23	03-Nov-23													
DEM-1000	Confirm all Utilities are Disconnected - CCD 2	1	16-Oct-23	16-Oct-23	I Confirm all Utilities are Disconnected - CCD 2															
DEM-1010	Confirm Amenities & Structures Prior to Demolition - CCD 2	1	17-Oct-23	17-Oct-23	I Confirm Amenities & Structures Prior to Demolition - CCD 2															
DEM-1020	Removal of all Amenities, Footings, Asphalt -CCD 2	2	18-Oct-23	19-Oct-23	I Removal of all Amenities, Footings, Asphalt -CCD 2															
DEM-1030	Remove Vegetation & Root Balls - CCD 2	5	20-Oct-23	26-Oct-23	I Remove Vegetation & Root Balls - CCD 2															
DEM-1050	Off Haul Soil Or Relocate to a District Campus -CCD 2	5	27-Oct-23	02-Nov-23	I Off Haul Soil Or Relocate to a District Campus -CCD 2															
DEM-1040	Remove Underground Utilities - CCD 2	5	27-Oct-23	02-Nov-23	I Remove Underground Utilities - CCD 2															

Activity ID	Activity Name	Orig Duration	Start	Finish	2024																	
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DEM-1060	Demolition Complete - CCD 2	1	03-Nov-23	03-Nov-23																		
Grading		14	18-Oct-23	06-Nov-23																		
GRAD-1005	Set Up Control Points Off Survey - Grading	4	18-Oct-23	23-Oct-23																		
GRAD-1020	Begin Engineered Fill & Compaction - Grading	6	24-Oct-23	31-Oct-23																		
GRAD-1010	Scarify & Begin Compaction of Existing Soil - Grading	6	24-Oct-23	31-Oct-23																		
GRAD-1030	Cut Final Grade on Building Pad - Grading	4	01-Nov-23	06-Nov-23																		
GRAD-1050	Building Pad Complete - Grading	1	06-Nov-23	06-Nov-23																		
GRAD-1040	Certify Building Pad - Grading	1	06-Nov-23	06-Nov-23																		
Underground Utilities		94	07-Nov-23	22-Mar-24																		
Sanitary Service		21	07-Nov-23	07-Dec-23																		
UGSS-1000	Survey Sanitary Service - Sanitary	1	07-Nov-23	07-Nov-23																		
UGSS-1010	Excavate SS Trench - Sanitary	4	08-Nov-23	13-Nov-23																		
UGSS-1020	Place SS Pipe & Confirm Slope - Sanitary	4	14-Nov-23	17-Nov-23																		
UGSS-1025	Thanksgiving Break	3	20-Nov-23	22-Nov-23																		
UGSS-1030	Set Manholes & Clean Outs for SS - Sanitary	2	27-Nov-23	28-Nov-23																		
UGSS-1040	Test SS Pipe - Sanitary	2	29-Nov-23	30-Nov-23																		
UGSS-1050	Backfill & Compact SS Trench - Sanitary	4	01-Dec-23	06-Dec-23																		
UGSS-1055	Survey Location for Future Building - Sanitary	1	07-Dec-23	07-Dec-23																		
UGSS-1060	Sanitary Service Complete - Sanitary	1	07-Dec-23	07-Dec-23																		
Storm Drain		20	08-Dec-23	08-Jan-24																		
UGSD-1000	Survey Storm Drain - Storm	1	08-Dec-23	08-Dec-23																		
UGSD-1010	Excavate SD Trench - Storm	5	11-Dec-23	15-Dec-23																		
UGSD-1020	Place SD Pipe & Confirm Slope - Storm	4	18-Dec-23	21-Dec-23																		
UGSD-1030	Set Manholes for SD - Storm	2	21-Dec-23	22-Dec-23																		
UGSD-1035	Winter Break	4	26-Dec-23	29-Dec-23																		
UGSD-1040	Test SD Pipe - Storm	1	02-Jan-24	02-Jan-24																		
UGSD-1050	Backfill & Compact SD Trench - Storm	4	03-Jan-24	08-Jan-24																		
UGSD-1055	Survey Location for Future Building - Storm	1	08-Jan-24	08-Jan-24																		
UGSD-1060	Storm Drain Complete - Storm	1	08-Jan-24	08-Jan-24																		
Fire Water		21	09-Jan-24	07-Feb-24																		
UGFW-1000	Survey Fire Water Line - Fire Water	1	09-Jan-24	09-Jan-24																		
UGFW-1010	Excavate FW Line, Hydrant, FDC, PIV & Building Fire Riser - Fire	5	10-Jan-24	17-Jan-24																		
UGFW-1020	Place FW Lines & Tracer Wire - Fire Water	5	16-Jan-24	22-Jan-24																		
UGFW-1030	Pour Concrete Kickers for FW 90's & T's - Fire Water	1	23-Jan-24	23-Jan-24																		
UGFW-1040	Center Load FW Pipe Lengths Prior to Testing - Fire Water	1	24-Jan-24	24-Jan-24																		
UGFW-1050	Pressure Test FW Line - Fire Water	1	25-Jan-24	25-Jan-24																		
UGFW-1060	Backfill FW Main Line & Compact - Fire Water	5	26-Jan-24	01-Feb-24																		
UGFW-1070	Install Hydrant, FDC & PIV - Fire Water	4	31-Jan-24	05-Feb-24																		
UGFW-1080	Final Backfill & Compaction - Fire Water	4	02-Feb-24	07-Feb-24																		
UGFW-1085	Survey Location for Future Building - Fire Water	1	07-Feb-24	07-Feb-24																		
UGFW-1090	Main Fire Water Line Complete - Fire Water	1	07-Feb-24	07-Feb-24																		
Domestic Water		15	08-Feb-24	28-Feb-24																		
UGDW-1000	Survey Domestic Water Service - Domestic Water	1	08-Feb-24	08-Feb-24																		

Start Date: 09-Aug-23
 Finish Date: 22-May-24
 Data Date: 09-Aug-23
 Print Date: 25-Aug-23

- Actual Work
- Planned Tasks
- Critical Remainin...
- Milestone



Sacramento City Unified School District
Kemble-Chavez Elementary School Inc #1 CCD 2

Page: 2 of 3



Activity ID	Activity Name	Orig Duration	Start	Finish	2024																			
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
UGDW-1010	Excavate DW Trench - Domestic Water	4	09-Feb-24	14-Feb-24									■	Excavate DW Trench - Domestic Water										
UGDW-1020	Place DW Line & Tracer Wire - Domestic Water	3	13-Feb-24	15-Feb-24									■	Place DW Line & Tracer Wire - Domestic Water										
UGDW-1030	Center Load DW Pipe Lengths Prior to Testing - Domestic Water	1	16-Feb-24	16-Feb-24										Center Load DW Pipe Lengths Prior to Testing - Domestic Water										
UGDW-1040	Pressure Test DW Line - Domestic Water	1	19-Feb-24	19-Feb-24										Pressure Test DW Line - Domestic Water										
UGDW-1050	Chorlinate DW Line & Perform a Bacteria Test - Domestic Water	2	20-Feb-24	21-Feb-24									■	Chorlinate DW Line & Perform a Bacteria Test - Domestic Water										
UGDW-1060	Flush DW Line - Domestic Water	1	22-Feb-24	22-Feb-24										Flush DW Line - Domestic Water										
UGDW-1070	Backfill & Compact DW Trench - Domestic Water	4	23-Feb-24	28-Feb-24									■	Backfill & Compact DW Trench - Domestic Water										
UGDW-1075	Survey Location for Future Building - Domestic Water	1	28-Feb-24	28-Feb-24										Survey Location for Future Building - Domestic Water										
UGDW-1080	Main Domestic Water Line Complete - Domestic Water	1	28-Feb-24	28-Feb-24										Main Domestic Water Line Complete - Domestic Water										
Electrical & Low Voltage		17	29-Feb-24	22-Mar-24																				
UGE-1000	Survey Electrical Power & Low Voltage Distribution - Elec. LV	1	29-Feb-24	29-Feb-24										Survey Electrical Power & Low Voltage Distribution - Elec. LV										
UGE-1010	Excavate Elec / LV Trenches - Elec. LV	5	01-Mar-24	07-Mar-24									■	Excavate Elec / LV Trenches - Elec. LV										
UGE-1020	Place Conduit & Tracer Wire for Elec / LV - Elec. LV	5	05-Mar-24	11-Mar-24									■	Place Conduit & Tracer Wire for Elec / LV - Elec. LV										
UGE-1030	Set Pull Boxes & Cover Plates - Elec. LV	4	08-Mar-24	13-Mar-24									■	Set Pull Boxes & Cover Plates - Elec. LV										
UGE-1050	Visual Inspection of Conduits & Tracer Wire - Elec. LV	1	14-Mar-24	14-Mar-24										Visual Inspection of Conduits & Tracer Wire - Elec. LV										
UGE-1040	Pour Concrete at Conduit 90's - Elec. LV	1	14-Mar-24	14-Mar-24										Pour Concrete at Conduit 90's - Elec. LV										
UGE-1060	Back Fill & Compact Trenches - Elec. LV	5	15-Mar-24	21-Mar-24									■	Back Fill & Compact Trenches - Elec. LV										
UGE-1065	Survey Location for Future Building - Elec. LV	1	22-Mar-24	22-Mar-24										Survey Location for Future Building - Elec. LV										
UGE-1070	Electrical Power & Low Voltage Distribution Conduits Complete - EI	1	22-Mar-24	22-Mar-24										Electrical Power & Low Voltage Distribution Conduits Complete - Elec. LV										
Inc #1 CCD 2 Site Work Inspection		95	07-Nov-23	25-Mar-24																				
INSP-2000	Confirm Building Pad Certification - CCD 2	1	07-Nov-23	07-Nov-23										Confirm Building Pad Certification - CCD 2										
INSP-2010	Final Flush Testing Observed by Project Inspector - CCD 2	1	09-Jan-24	09-Jan-24										Final Flush Testing Observed by Project Inspector - CCD 2										
INSP-2020	Bacteria Test Performed on Domestic Water Line - CCD 2	1	29-Feb-24	29-Feb-24										Bacteria Test Performed on Domestic Water Line - CCD 2										
INSP-2040	Compaction Tests Verified - CCD 2	1	22-Mar-24	22-Mar-24										Compaction Tests Verified - CCD 2										
INSP-2060	CCD 2 Site Work Inspections Complete	1	25-Mar-24	25-Mar-24										CCD 2 Site Work Inspections Complete										

Start Date: 09-Aug-23
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- Actual Work
- Planned Tasks
- Critical Remainin...
- Milestone



Sacramento City Unified School District
Kemble-Chavez Elementary School Inc #1 CCD 2

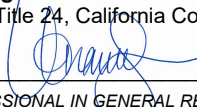
Page: 3 of 3



APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number: V3	CCD Number: 002	Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
2. PROJECT INFORMATION:				
School District/Owner: Sacramento City Unified School District			DSA File Number: 48 H10	
Project Name/School: Chavez-Kemble Elementary School			DSA Application Number 02 120693	
3. APPLICANT INFORMATION:				
Date Submitted: 08/02/23		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 15		
Firm Name: Lionakis		Contact Name: Stefanie Gernert		
Work Email: Stefanie.Gernert@lionakis.com		Work Phone: (916) 558-1900		
Firm Address: 2025 Nineteenth Street		City: Sacramento	State: CA	Zip Code: 95818
4. REASON FOR SUBMITTAL: (Check applicable boxes)				
<input type="checkbox"/> For revision or addendum prior to construction.			<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.				
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.				
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).				
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:				
Name of the Design Professional In General Responsible Charge: Laura Knauss				
Professional License Number: C20149			Discipline: Architectural	
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.				
Signature:  <div style="text-align: center; margin-top: 5px;">DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE</div>				
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:				
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)				
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Revised CCD 2 response to DSA comments. Adding site work to new construction: certified building pads, underground utilities within 5' of the buildings (fire water, fire sprinkler, storm drain, domestic, sewer, electrical).				
List of DSA-approved drawings affected by this post-approval document: 1C101,1CG101,1CS101,1CG102A,1CU101A,1CU401A,1CU102A,1CK101,1CS501,1CS502,1CS503,1.E-101				

DSA USE ONLY		Returned	DSA STAMP
SSS SI Date 8/3/23 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required		Date:	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: auto;"> <p style="margin: 0;">APPROVED</p> <p style="margin: 0;">DIV. OF THE STATE ARCHITECT</p> <p style="margin: 0;">APP: 02-120693 INC:</p> <p style="margin: 0;">REVIEWED FOR</p> <p style="margin: 0;">SS <input checked="" type="checkbox"/> FLS <input checked="" type="checkbox"/> ACS <input checked="" type="checkbox"/></p> <p style="margin: 0;">DATE: 08/03/2023</p> </div>
Comments: _____		By:	
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required			
Comments: _____			
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required			
Comments: _____			

ABBREVIATIONS

Table of abbreviations for various construction elements like aggregate base, asphaltic concrete, and pipe types.

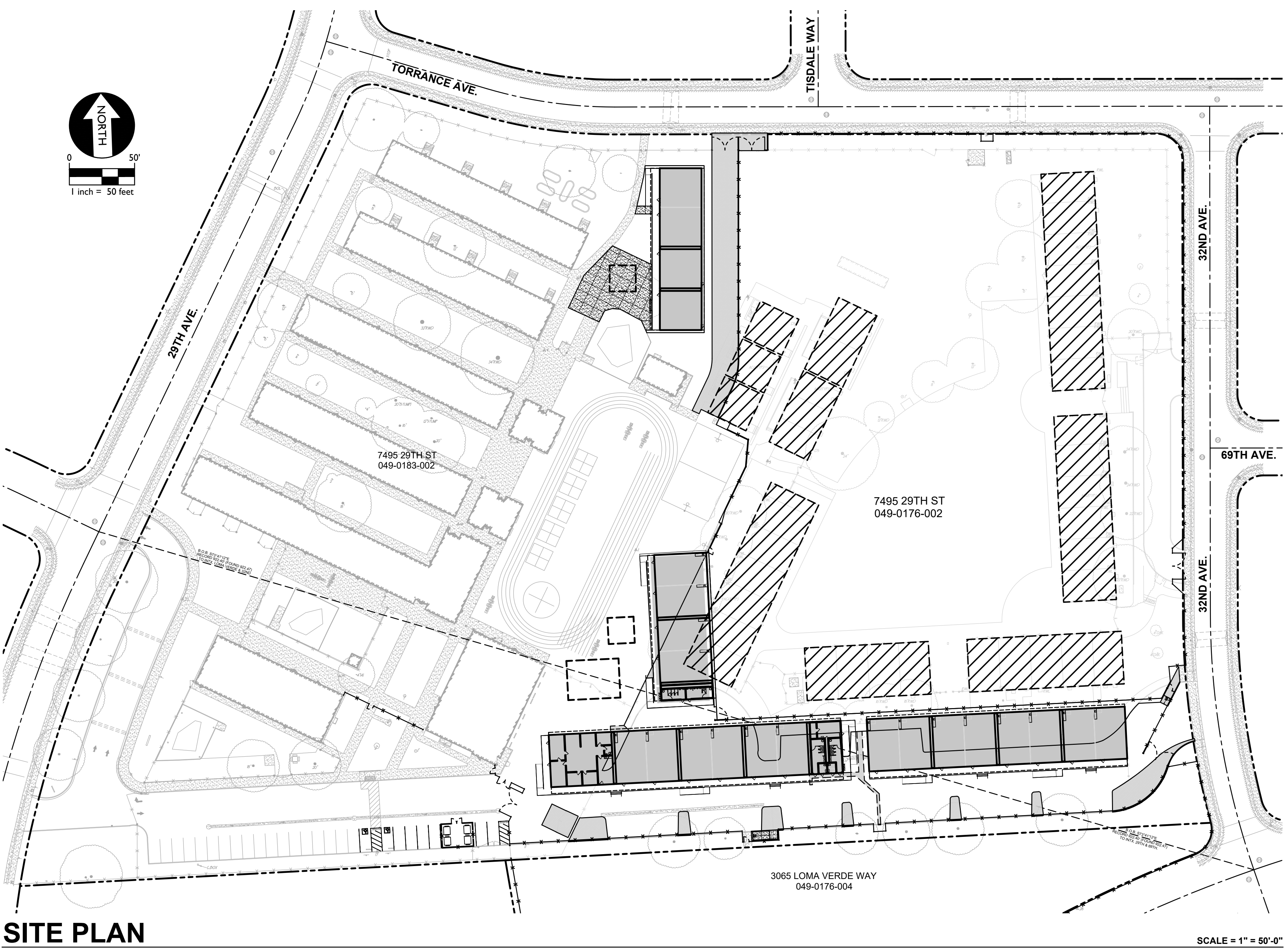
SYMBOLS LEGEND

Table of symbols for proposed grading & drainage, water symbols, and sanitary sewer symbols.

APPLICABLE CODES & STANDARDS

- List of applicable codes and standards including California Administrative Code, Building Code, Electrical Code, Plumbing Code, Energy Code, Fire Code, and Referenced Standards Code.

CIVIL IMPROVEMENT PLANS FOR EDWARD KEMBLE & CESAR CHAVEZ ELEMENTARY SCHOOL INCREMENT 1 - PORTABLE RELOCATION

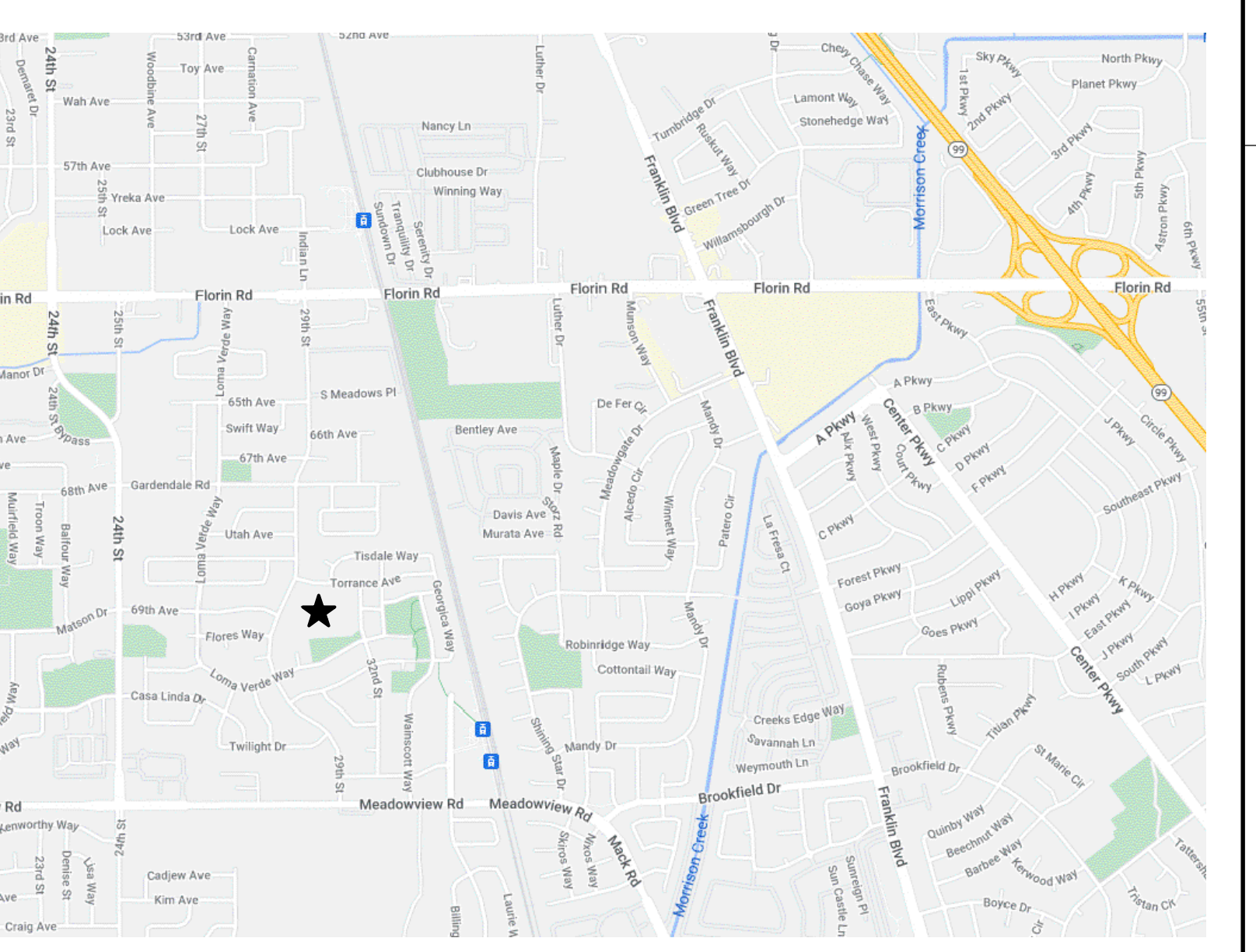


GENERAL NOTES

- General notes detailing excavation requirements, safety protocols, and construction standards.

GENERAL PAVING SURFACE NOTES:

- General paving surface notes including broom finish requirements, slope specifications, and joint placement.



VICINITY MAP

SHEET INDEX

Table listing sheet numbers and titles, including general civil info, survey information, and various site detail sheets.

WATER FLUSHING NOTES:

- Water flushing notes detailing procedures for high velocity flush and discharge to sanitary sewer.

LIONAKIS logo and contact information for Warren Consulting Engineers, Inc.

Professional Engineer seal for Anthony J. Tassano, State of California, No. 174959.

KEMBLE-CHAVEZ ELEMENTARY SCHOOL - PORTABLE RELOCATION INCREMENT 1

Client: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, 5735 47TH AVE, SACRAMENTO CA 95824

Table with columns for Mark, Date, and Description, showing a revision on 6-30-2023.

Management table with columns for Mark, Date, and Description.

AGENCY

TITLE

CIVIL COVER SHEET

SHEET 1C101

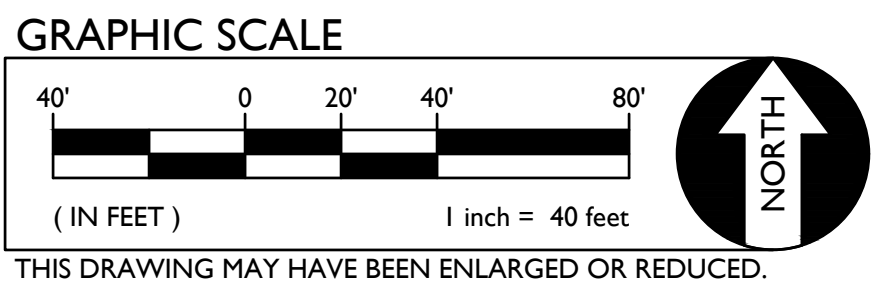
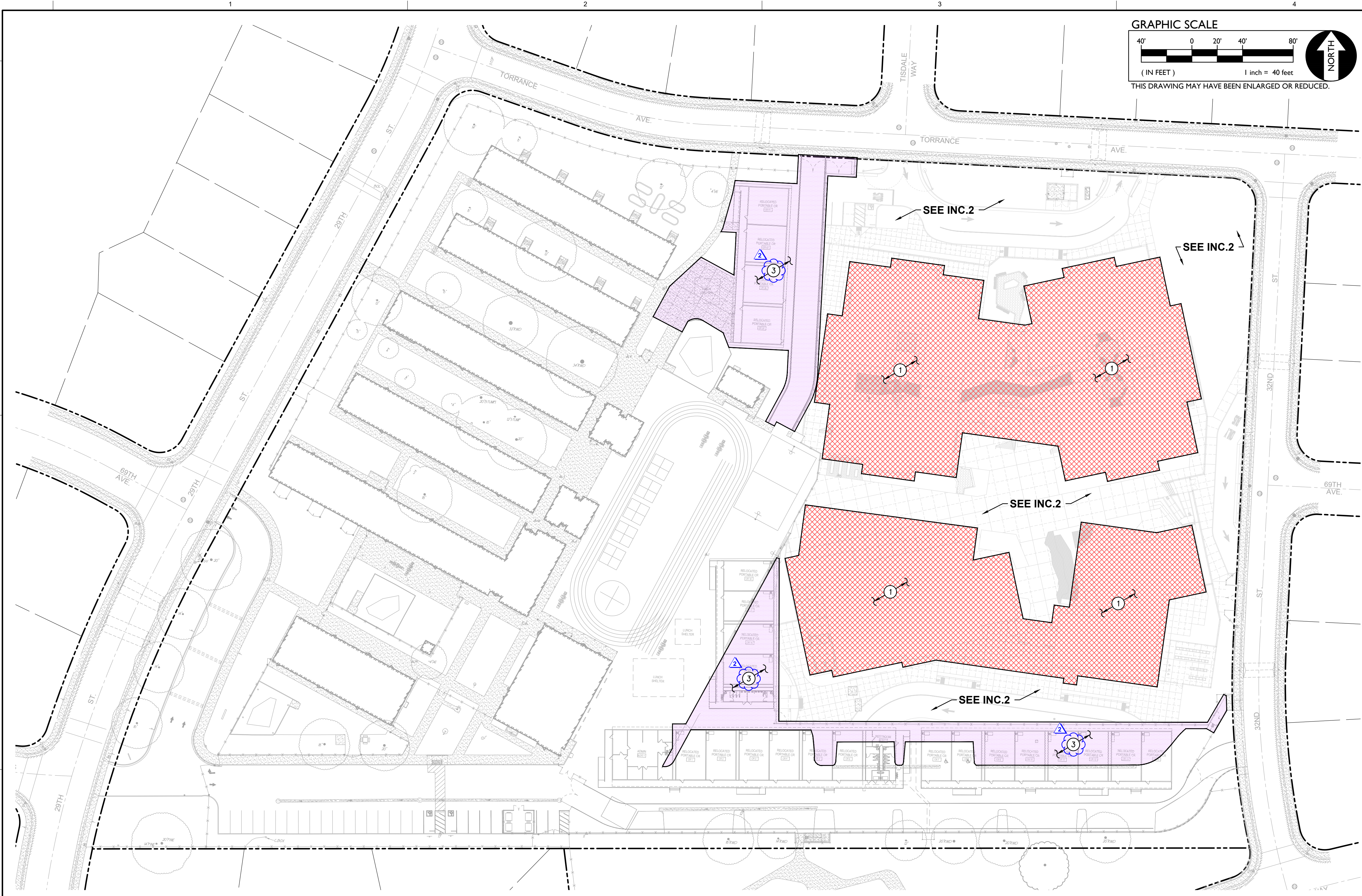
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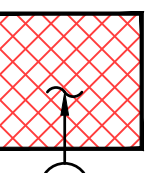
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ENGINEERED FILL LEGEND

- 

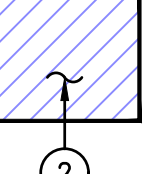
BUILDING PAD AREA SUBGRADE PREPARATION

FOLLOWING THE SITE DEMOLITION AND STRIPPING AS OUTLINED IN THESE PLANS AND PROJECT SPECIFICATIONS, EXCAVATE AS NEEDED TO PROPOSED SUBGRADE ELEVATION. CONTRACTOR SHALL CONSULT ON-SITE GEOTECHNICAL ENGINEER TO ENSURE THAT NO LOOSE FILLS ARE PRESENT AT THIS STAGE WHICH REQUIRE ADDITIONAL EXCAVATION. IF PRESENT, CONTRACTOR SHALL OVER-EXCAVATE TO FIRM NATIVE SOILS. OVER-EXCAVATION DEPTH SHALL BE UNIFORM AND NO "SLOT CUTTING" BELOW FOUNDATIONS ELEMENTS WILL BE ALLOWED. BACKFILL SUCH OVER-EXCAVATIONS WITH NON-EXPANSIVE ENGINEERED FILL PER SECTION 31 00 00.

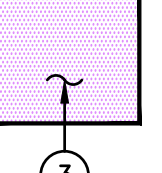
FOLLOWING EXCAVATION TO SUBGRADE, CONTRACTOR SHALL TREAT, GRADE AND COMPACT THE UPPER 18" (MINIMUM) WITH LIME IN ACCORDANCE WITH SECTION 31 32 00.

FOLLOWING LIME TREATMENT AND CURING, CONTRACTOR SHALL COVER AND PROTECT BUILDING PADS FROM MOISTURE LOSS IF INTENDED TO SIT FOR LONG PERIODS (EXCESS OF 1 WEEK). COVERINGS/METHODS SHALL BE PLASTIC SHEETING OR OTHER COVERINGS, OR BASE ROCK OR OTHER CAPILLARY BREAK APPROVED BY THE SITE GEOTECHNICAL ENGINEER.

THE LIMITS OF SUBGRADE PREPARATION SHALL EXTEND AT LEAST 5 FEET BEYOND EDGE OF PROPOSED BUILDING OR FOUNDATION ELEMENTS. THIS TREATMENT SHALL OVERRIDE ALL TREATMENTS LISTED BELOW WHEN OVERLAPPING CONDITIONS EXIST.

UTILITIES SHOULD BE INSTALLED PRIOR TO LIME TREATMENT TO THE MAXIMUM PRACTICAL EXTENT. HOWEVER, DUE TO PROJECT INCREMENT SCOPE, MANY UTILITIES WITHIN THE PROPOSED PAD AREAS ARE EXPECTED TO BE TRENCHED AFTER LIME TREATMENT, OR THE BUILDING PAD WORK SHOWN ABOVE POSTPONED UNTIL INC. 2 PLANS ARE APPROVED, AND UTILITIES CAN BE INSTALLED. REGARDLESS OF PROCESS, ANY TRENCHING PERFORMED THROUGH THE LIME SHALL COMPLY WITH SECTION 31 32 00 AND 31 23 33. LIME TREATED AND CURED SOIL THAT IS RE-EXCAVATED MAY NOT BE RE-USED UNLESS RE-TREATED AND RE-CURED WITH LIME. IT IS RECOMMENDED IT BE REMOVED FROM THE SITE. CONTRACTOR MAY BE REQUIRED TO MIX THIS SOIL WITH NON-LIME TREATED SOIL UNTIL THE PH IS AT AN ACCEPTABLE LEVEL TO BE RECEIVED, AND CONTRACTOR SHALL PERFORM THIS STEP AS NEEDED.
- 

CONCRETE FLATWORK SUBGRADE PREPARATION

SEE INC. 2
- 

TEMPORARY ASPHALT PAVING, CONCRETE FLATWORK AND AGGREGATE BASE SURFACING

FOLLOWING THE SITE DEMOLITION AND STRIPPING AS OUTLINED IN THESE PLANS AND PROJECT SPECIFICATIONS, EXCAVATE AS NEEDED TO PROPOSED SUBGRADE ELEVATION. CONTRACTOR SHALL CONSULT ON-SITE GEOTECHNICAL ENGINEER TO ENSURE THAT NO LOOSE FILLS ARE PRESENT AT THIS STAGE WHICH REQUIRE ADDITIONAL EXCAVATION. IF PRESENT, CONTRACTOR SHALL OVER-EXCAVATE TO FIRM NATIVE SOILS. OVER-EXCAVATION DEPTH SHALL BE UNIFORM AND NO "SLOT CUTTING" BELOW FOUNDATIONS ELEMENTS WILL BE ALLOWED. BACKFILL SUCH OVER-EXCAVATIONS WITH NON-EXPANSIVE ENGINEERED FILL PER SECTION 31 00 00.

FOLLOWING EXCAVATION TO SUBGRADE, CONTRACTOR SHALL MAY PROCEED WITH EITHER OF THE FOLLOWING OPTIONS:

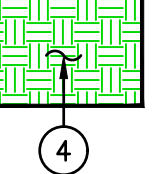
OPTION 1
TREAT, GRADE AND COMPACT THE UPPER 12" (MINIMUM) WITH LIME IN ACCORDANCE WITH SECTION 31 32 00.

FOLLOWING LIME TREATMENT AND CURING, CONTRACTOR SHALL COVER AND PROTECT BUILDING PADS FROM MOISTURE LOSS IF INTENDED TO SIT FOR LONG PERIODS (EXCESS OF 1 WEEK). COVERINGS/METHODS SHALL BE PLASTIC SHEETING OR OTHER COVERINGS, OR BASE ROCK OR OTHER CAPILLARY BREAK APPROVED BY THE SITE GEOTECHNICAL ENGINEER.

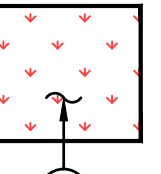
UTILITIES SHOULD BE INSTALLED PRIOR TO LIME TREATMENT TO THE MAXIMUM PRACTICAL EXTENT. ANY TRENCHING PERFORMED THROUGH THE LIME SHALL COMPLY WITH SECTION 31 32 00 AND 31 23 33. LIME TREATED AND CURED SOIL THAT IS RE-EXCAVATED MAY NOT BE RE-USED UNLESS RE-TREATED AND CURED WITH LIME. IT IS RECOMMENDED IT BE REMOVED FROM THE SITE. CONTRACTOR MAY BE REQUIRED TO MIX THIS SOIL WITH NON-LIME TREATED SOIL UNTIL THE PH IS AT AN ACCEPTABLE LEVEL TO BE RECEIVED, AND CONTRACTOR SHALL PERFORM THIS STEP AS NEEDED.

OPTION 2
CONTINUE TO OVER-EXCAVATE TO 12" BELOW SUBGRADE ELEVATION. SCARIFY THE UNDERLYING SOIL TO A DEPTH OF 12", MOISTURE CONDITION TO 2% ABOVE THE OPTIMUM AND RE-COMPACT TO 90% RELATIVE COMPACTION. IF SHALLOW UTILITIES MAKE SCARIFICATION AND RE-COMPACTMENT REASONABLY DIFFICULT, CONTRACTOR MAY REDUCE SCARIFICATION AND RE-COMPACT TO 6" DEEP (OR LESS WITH ON-SITE GEOTECHNICAL ENGINEER APPROVAL), AND USE ONLY A STATIC ROLLER.

ONCE COMPACTED, IF 90% IS NOT ACHIEVED, OR SCARIFICATION DEPTH IS REDUCED BELOW 12", PROVIDE TENSAR BX1100 OR TX140 GEOGRID AND 12" OF CALTRANS CLASS II AB, IN 6" LIFTS, EACH MOISTURE CONDITION AND COMPACTED TO 95% UNTIL SUBGRADE ELEVATION IS ACHIEVED.

THE LIMITS OF SUBGRADE PREPARATION SHALL EXTEND AT LEAST 2 FEET BEYOND EDGE OF PROPOSED PAVEMENT OR FLATWORK LIMITS. THIS TREATMENT SHALL OVERRIDE ALL TREATMENTS LISTED BELOW WHEN OVERLAPPING CONDITIONS EXIST.
- 

OTHER NON-PAVING EARTHWORK AREAS (LANDSCAPING)

SEE INC. 2
- 

BIO-RETENTION BASIN

SEE INC. 2

1 ENGINEERED FILL PLAN

SCALE 1" = 40'-0"

ENGINEERED FILL GENERAL NOTES

1. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE GEOTECHNICAL ENGINEERING REPORT: GEOTECHNICAL ENGINEERING STUDY AND GEOLOGICAL HAZARDS STUDY CHAVEZ - KEMBLE ELEMENTARY SCHOOL
COMPANY: Atlas Technical Consultants LLC REPORT DATE: DECEMBER 7, 2022
CONTACT: Nick Anastasio, PE PHONE: (925) 314-7100 PROJ NO. 91-63784-PW
2. IN THE EVENT THAT ANY UNUSUAL CONDITIONS NOT COVERED BY THE GEOTECHNICAL INVESTIGATION REPORT OR ARE ENCOUNTERED DURING GRADING OPERATIONS THE GEOTECHNICAL ENGINEER AND THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTIONS.
3. NO BURNING OR BLASTING SHALL BE PERMITTED, UNLESS APPROVED BY THE ARCHITECT AND CITY ENGINEER, AND GEOTECHNICAL ENGINEER OF RECORD.
4. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE DISTRICT TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK IN ORDER TO VERIFY TO THE GREATEST EXTENT POSSIBLE THE EXISTING UTILITY LINES, CONFLICTS AND PROPOSED UTILITY CONNECTION POINTS.
5. NATIVE SOILS ARE EXPECTED TO BE CLAYEY IN NATURE WITH HIGH TO MEDIUM EXPANSION POTENTIAL AND NOT SUITABLE FOR DIRECT SUPPORT OF INTERIOR AND EXTERIOR FLATWORK AND SUBGRADES WITHOUT PROCESSING AND TREATMENT, OR SIGNIFICANT BASE/PAVEMENT SECTIONS AS INDICATED. SOILS MAY BE WET WHEN EXCAVATED AND WILL NEED MOISTURE CONDITIONING PROCEDURES PRIOR TO EFFECTIVE GRADING AND COMPACTION.
6. SITE SHALL BE CLEARED AND STRIPPED IN ACCORDANCE WITH THE DEMOLITION PLAN AND PROJECT SPECIFICATIONS. ANY ABNORMAL CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR DIRECTION.
7. DUE TO PROJECT SCHEDULE, WEATHER OR OTHER SITUATIONS, OTHER SUBGRADE STABILIZATION METHODS MAY BE ENTERTAINED THROUGH THE RFI PROCESS, BUT SHALL BE REVIEWED AND BASED ON RECOMMENDATIONS BY THE SITE GEOTECHNICAL ENGINEER PROVIDE TO FILING THE REQUEST. INCLUDE FIELD REPORT WITH RECOMMENDATIONS FROM SITE GEOTECHNICAL ENGINEER IN REQUEST.
8. ALL FILL MATERIAL, NATIVE PROCESSED ON-SITE MATERIAL OR IMPORTED, SHALL BE REVIEWED AND APPROVED BY THE SITE GEOTECHNICAL ENGINEER BEFORE USED AS ENGINEERED FILL.
9. SURFACE AND SUBSURFACE SOILS ARE NOT CONSIDERED TO BE SIGNIFICANTLY CORROSIVE TO BURIED METAL OR CONCRETE ELEMENTS OR COMPONENTS OF THE SITE DEVELOPMENT SUCH AS UTILITIES. SPECIAL MITIGATION MEASURES OR PROTECTION SYSTEMS ARE NOT FOUND NECESSARY FOR THIS REASON.

ORGANIC STRIPPINGS

STRIPPINGS AND SOIL CONTAINING ORGANIC MATERIAL (>3%) SHOULD NOT BE USED IN GENERAL FILL CONSTRUCTION AREAS SUPPORTING STRUCTURES, INTERIOR/EXTERIOR CONCRETE SLABS, AND ASPHALT AND CONCRETE FLATWORK. WITH PRIOR APPROVAL BY THE LANDSCAPE ARCHITECT ON A CASE-BY-CASE BASIS, AND FOLLOWING REVIEW OF FIELD SOILS CONDITIONS, STRIPPINGS AND SOIL CONTAINING ORGANIC MATERIAL MAY BE USED IN LANDSCAPE AREAS, PROVIDED THEY ARE KEPT AT LEAST FIVE FEET FROM THE BUILDING PADS AND OTHER SURFACE IMPROVEMENTS, MOISTURE CONDITIONED, AND COMPACTED.

SOIL MOISTURE

ON-SITE SOILS WILL LIKELY BE MORE SATURATED IN FALL, WINTER AND SPRING MONTHS. SOILS BENEATH EXISTING PAVEMENTS MAY BE SATURATED REGARDLESS OF TIME OF YEAR. THEY WILL NOT BE COMPATIBLE WITHOUT AERATION, CHEMICAL TREATMENT OR REMOVAL AND REPLACEMENT. CONTRACTOR SHOULD ANTICIPATE THIS IN THE CONSTRUCTION SCHEDULE AND MAKE ARRANGEMENTS TO PERFORM THIS WORK AS NEEDED. OFTEN, A PERIOD OF AT LEAST ONE MONTH OF WARM AND DRY WEATHER IS NECESSARY TO ALLOW THE SITE TO DRY SUFFICIENTLY SO THAT HEAVY GRADING EQUIPMENT CAN OPERATE EFFECTIVELY AND REQUIRED COMPACTION CAN BE ACHIEVED. CONVERSELY, DURING THE SEASONAL DRY PERIOD (TYPICALLY SUMMER AND FALL), DRY SOILS MAY REQUIRE ADDITIONAL GRADING EFFORT (DISCING OR OTHER MEANS) TO ATTAIN PROPER MOISTURE CONDITIONING.

Table 5: Project Compaction Requirements

Description	Min. Percent Relative Compaction (per ASTM D1557)	Recommended Minimum Percent Above (or Below) Optimum Moisture Content
Fill Areas, Engineered Fill, Onsite Soil	90	3
Fill Areas, Engineered Fill, Select Fill	90	2
Building Pads, Onsite Soil - Scarified Subgrade prior to Fill	87-92	3
Building Pads, Onsite Soil - Structural General Fill	90	3
Building Pads, Baseroack or Select (non-expansive) Engineered Fill	90	± 2
Building Pads - Treated Soil	90	2
Vehicular Pavement, Subgrade, Upper 8"	95	3
Vehicular Pavement, Onsite Soil or Fill (8" or deeper)	90	3
Vehicular Pavement, Class 2 Baseroack	95	2
Concrete Flatwork, Subgrade Soil	87-92	3
Concrete Flatwork, Baseroack	90	± 2
Underground Utility Backfill	90	3
Underground Utility Trench Backfill, Upper 3' Feet below Existing Pavement Sections (where applicable)	95	3



APPROVED FOR THE STATE ARCHITECT
APP: 02-120663 INC.
RENEWED FOR
68 ID PLSD ACS ID
DATE: 08/03/2023

LIONAKIS

2025 Ninth Street
Sacramento, CA 95818
P. 916.558.1900
www.lionakis.com

CONSULTANT



SEAL

PROJECT
**KEMBLE-CHAVEZ
ELEMENTARY SCHOOL -
PORTABLE RELOCATION
INCREMENT 1**
7495 29TH ST
SACRAMENTO, CA 95822

CLIENT
SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT
5735 47TH AVE, SACRAMENTO CA 95824

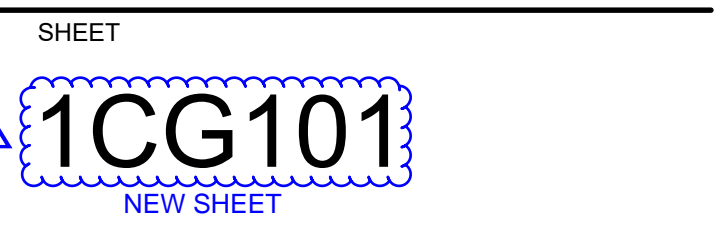
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△	6-30-2023	CCD NO. 2

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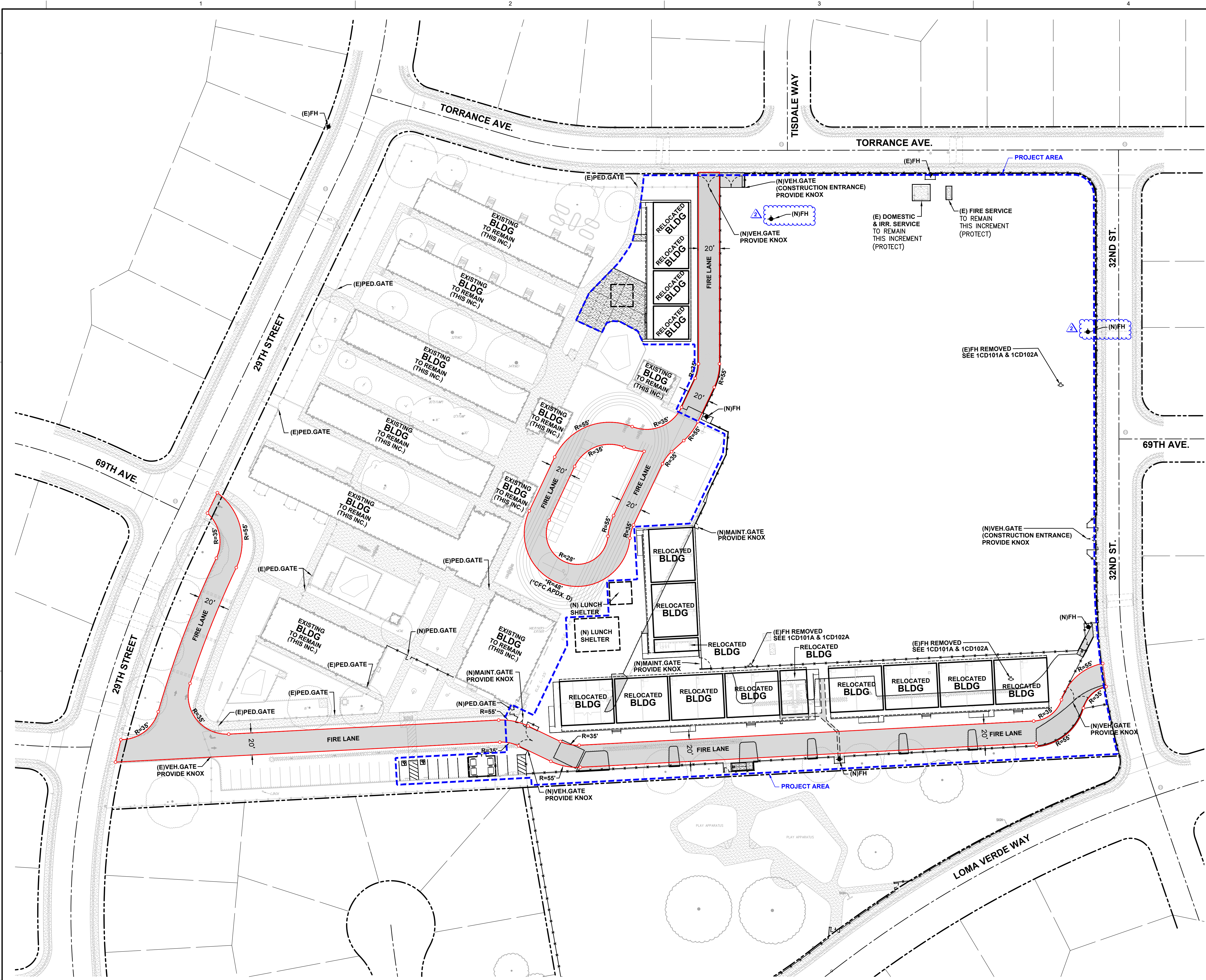
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AGENCY

TITLE
**ENGINEERED
FILL PLAN**



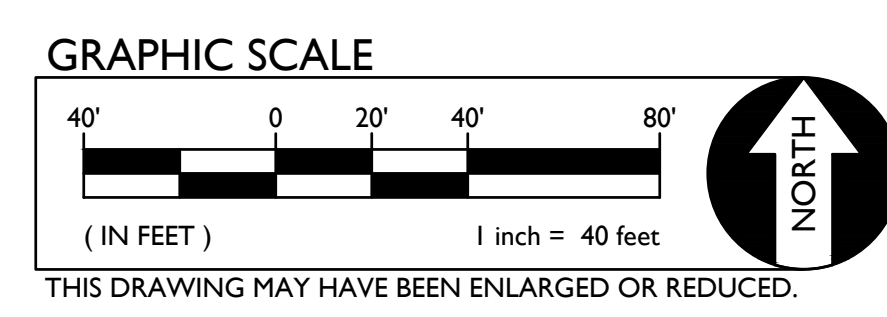
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1 FIRE ACCESS PLAN

TYPICAL FIRE LANE

CLEAR WIDTH	20 FEET
CLEAR HEIGHT	13.5 FEET
INSIDE RADIUS	35 FEET MIN.
OUTSIDE RADIUS	55 FEET MIN.



KNOX NOTES

ALL GATES WHICH CROSS THE FIRE LANE AS DESIGNATED BY THIS PLAN SHALL BE OUTFITTED WITH A LOW LEVEL KNOX LOCK.

ALL FIRE CONTROL ROOMS FOR THIS PROJECT SHALL BE OUTFITTED WITH A HIGH LEVEL KNOX BOX AT A LOCATION WHICH IS APPROVED BY THE SACRAMENTO METROPOLITAN FIRE DISTRICT INSPECTOR.

PAVEMENT NOTES

FIRE ACCESS ROADWAYS SHALL BE BUILT TO BEAR A MINIMUM OF 75,000 POUNDS IN ACCORDANCE WITH CFC 2019, APPENDIX D.

ERRC NOTE

NEW BUILDINGS SHALL BE PROVIDED WITH EMERGENCY RESPONDER RADIO COVERAGE IN ACCORDANCE WITH CALIFORNIA FIRE CODE SECTION 510. THE PROJECT ARCHITECT (AOR) SHALL CONTACT THE LOCAL FIRE DEPARTMENT AND/OR EMERGENCY COMMUNICATIONS AUTHORITY TO OBTAIN DESIGN, EQUIPMENT SPECIFICATIONS, TESTING AND ACCEPTANCE CRITERIA. PLANS AND REQUESTED DOCUMENTATION SHALL BE SUBMITTED TO THE LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW AND APPROVAL. UPON COMPLETION, COPIES OF THE APPROVED PLANS, EQUIPMENT DATA SHEETS, TESTING AND ACCEPTANCE DOCUMENTATION SHALL BE PROVIDED TO THE SCHOOL DISTRICT.

FIRE LANE DESIGNATION

ALL FIRE LANES ON THIS PLAN SHALL BE DESIGNATED IN ACCORDANCE WITH THE STRIPING PLANS, UTILIZING ONE OF THE FOLLOWING APPROVED MEANS:

- CURBS - PAINT CURB TOP AND FACE RED WITH COMMERCIAL GRADE RED TRAFFIC PAINT. ON FACE OF CURB, PAINT 4" TALL WHITE LETTERING STATING "NO PARKING - FIRE LANE" AT 25' O.C. CENTERED ON FACE.
- PAVING - PAINT 6" WIDE RED STRIPE ON PAVEMENT WITH COMMERCIAL GRADE RED TRAFFIC PAINT, CENTERED IN STRIPE, PAINT 4" TALL WHITE LETTERING STATING "NO PARKING - FIRE LANE" AT 25' O.C.
- SIGNAGE - POSTING OF SIGNS COMPLIANT WITH CFC 2019, APPENDIX D103.6 EVERY 50 FEET.

EXCEPTIONS:

- STREETS 20' WIDE TO 26' WIDE SHALL BE MARKED ON BOTH SIDES AS STATED ABOVE.
- STREETS GREATER THAN 26' WIDE NEED ONLY MARKING ON ONE SIDE AS STATED ABOVE.
- EDGES OF FIRE LANES AT PARKING DO NOT REQUIRE DESIGNATION.

SEE STRIPING PLAN FOR ACTUAL REQUIRED STRIPING.

FIRE & LIFE SAFETY SITE CONDITIONS SUBMITTAL

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

To facilitate the Division of the State Architect's (DSA) fire and life safety plan review of project site conditions, DSA requires the design professional to provide the following information at time of project submittal for projects consisting of construction of a new campus, construction of new building(s), additions to existing buildings, and for site alternate design means for fire department emergency vehicle access, and fire suppression water supply.

Information associated with compliance items 1 through 3 below is to be provided for all project types indicated above. Information associated with items 4 through 7 is to be completed when an alternate means is utilized. Acknowledgement by the school district and signature from the Local Fire Authority (LFA) is only required when an alternate design means is being requested.

The Project Information and Fire & Life Safety Information sections are to be completed for all projects and imaged onto the fire access site plan. When an alternate design/means is proposed, all sections on pages 1 and 2 are to be completed and imaged on the fire access site plan.

For additional information refer to the instructions at the end of this form and DSA Policy PL 09-01: Fire Flow for Buildings.

PROJECT INFORMATION

School District/Owner:	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Project Name/School:	EDWARD KEMBLE & CESAR CHAVEZ ELEMENTARY SCHOOL - INTERIM HOUSING
Project Address:	7495 29TH STREET, SACRAMENTO, CA 95822

FIRE & LIFE SAFETY INFORMATION

1. Has a fire hydrant flow test been performed within the past 12 months? (If yes, provide a copy of the test data.)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
2. Was the fire hydrant water flow test performed as part of this LFA review?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
3. Is the project located within a designated fire hazard severity zone (FHSZ) as established by Cal-Fire? (If yes, indicate FHSZ classification below.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Refer to the following website for FHSZ locations: http://regis.fire.ca.gov/FHSZ/	Moderate <input type="checkbox"/>	High <input type="checkbox"/>	Very High <input type="checkbox"/>
Wildland Interface Area (WIFA) (If any designations are checked, project design must meet the requirements of CBC Chapter 7A.)	WIFA <input type="checkbox"/>		

DSA 810 FIRE & LIFE SAFETY SITE CONDITIONS SUBMITTAL

CONDITION MEANS AND METHODS RESOLUTION	ALTERNATE ACCEPTED			
	Yes	No	N/A	N/R
4. Emergency vehicle access roadways do not meet CFC requirements.			<input checked="" type="checkbox"/>	
4a. Acceptable Alternate: Emergency vehicle and personnel access as proposed by the project architect is acceptable for providing fire suppression and protection of life and property.				
5. Fire Hydrants: Number and spacing does not meet CFC requirements.			<input checked="" type="checkbox"/>	
5a. Acceptable Alternate: Number of fire hydrants and spacing as proposed by the project architect is acceptable for fire suppression and protection of life and property.				
6. Fire Hydrants: Water flow and pressure are less than CFC minimum.			<input checked="" type="checkbox"/>	
6a. Acceptable Alternate: The available flow and pressure is acceptable for providing fire suppression and protection of life and property.				
7. Location of fire department connection(s) serving fire sprinkler systems or standpipe systems does not meet CFC requirements.			<input checked="" type="checkbox"/>	
7a. Acceptable Alternate: The location of fire department connection serving the fire sprinkler system and/or standpipe system is acceptable for providing fire suppression and protection of life and property.				

School District Acceptance of Acceptable Design Alternates

By signing this form, the school district acknowledges and accepts the proposed design as an alternative to California Building Code (CBC) and California Fire Code (CFC) minimum requirements, as indicated by one or more of the conditions indicated at items 4a, 5a, 6a or 7a, for providing fire and life safety protection of life and property.

Accepted by: N/A - NO VARIANCE PROPOSED Title: _____
 Signature: _____ Date: _____

LOCAL FIRE AUTHORITY (LFA) INFORMATION

LFA Agency Name:	City of Sacramento Fire Department		
LFA Review Official:	King Tunson		
Title:	Program Specialist	Work Phone:	(916) 808-1358
Work Email:	ktunson@sfd.cityofsacramento.org		

LFA Reviewer's Signature: _____ Date: _____

FIRE FLOW TEST INFO

MODEL RUN/TEST DATE:	12/28/2022
FLOW TESTS TYPE:	FIELD FLOW TEST
PREPARED BY:	CITY OF SACRAMENTO
STATIC PRESSURE:	50 PSI
RESIDUAL PRESSURE:	40 PSI
FLOW AT RESIDUAL:	1,860 GPM
FLOW AT 20 PSI:	2,478 GPM

FIRE HYDRANT ANALYSIS

FIRE FLOW REQUIREMENT (FROM APPENDIX BB)	1,500 GPM
MIN. NUMBER OF HYDRANTS (CFC 2016 - APPENDIX C)	1
HYDRANT SPACING (AVERAGE) (CFC 2016 - APPENDIX C)	500 LF
FIRE LANE TO HYDRANT, MAX. DIST. (CFC 2016 - APPENDIX C)	250 LF
FIRE LANE TO HYDRANT, MAX. DIST. (METRO FIRE)	150 LF

NOTE:
 All new and existing fire lanes are asphalt or concrete paved unless otherwise stated.

LIONAKIS

2025 Nineteenth Street
 Sacramento, CA 95818
 P. 916.558.1900
 www.lionakis.com

CONSULTANT



WARREN CONSULTING ENGINEERS, INC.
 1117 WINDFIELD WAY, SUITE 110
 EL DORADO HILLS, CA 95762 | (916) 985-1870



SEAL

PROJECT
 KEMBLE-CHAVEZ
 ELEMENTARY SCHOOL -
 PORTABLE RELOCATION
 INCREMENT 1

7495 29TH ST
 SACRAMENTO, CA 95822

CLIENT
 SACRAMENTO CITY UNIFIED SCHOOL
 DISTRICT
 5735 47TH AVE, SACRAMENTO CA 95824

ISSUED

MARK	DATE	DESCRIPTION
	6-30-2023	CCD NO. 2

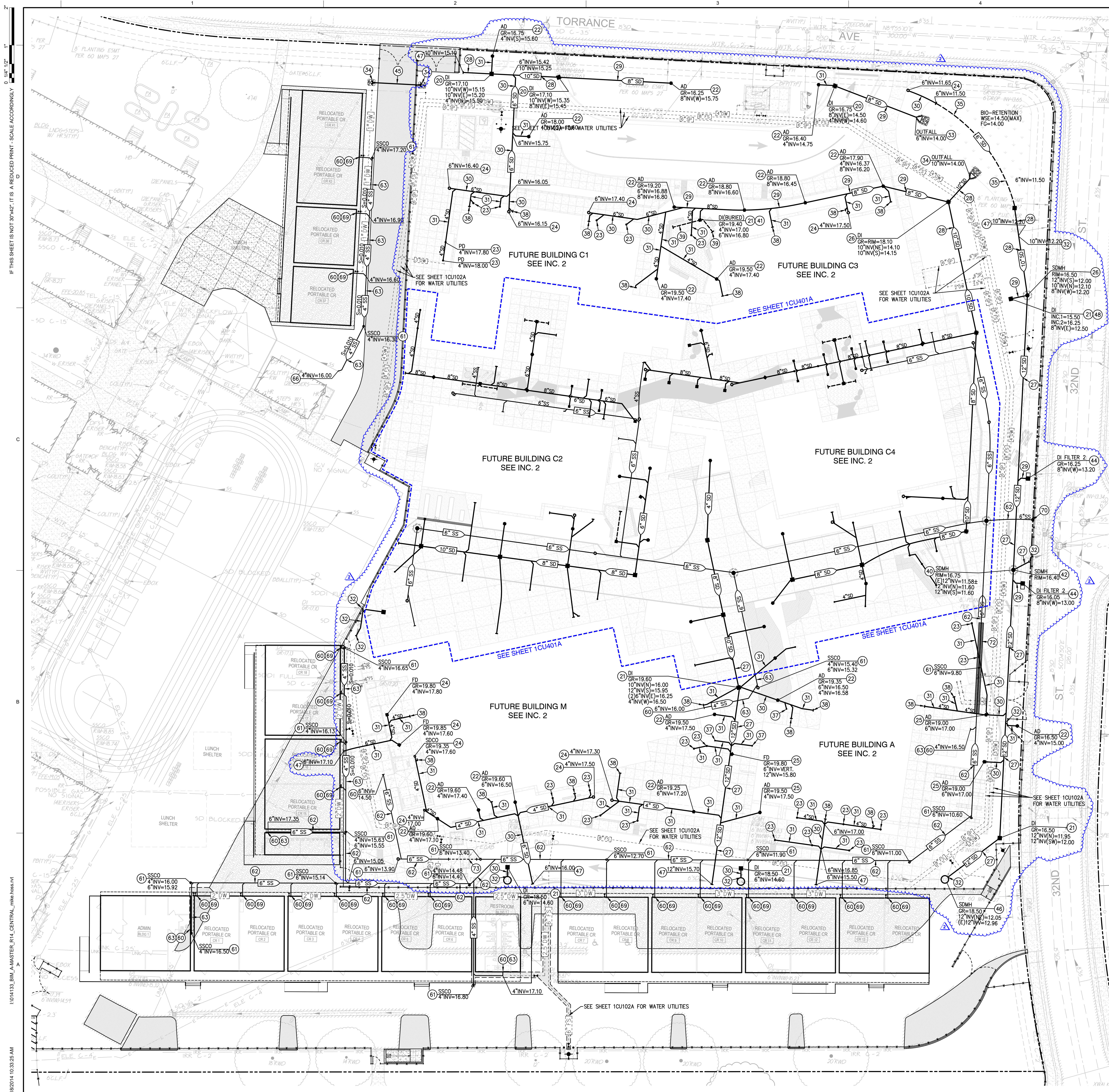
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AGENCY

TITLE
 SITE FIRE ACCESS
 PLAN

SHEET
 1CS101



UTILITY VERIFICATION NOTE
 PRIOR TO THE START OF CONSTRUCTION, POTHOLE AND VERIFY ALL UTILITY POINTS OF CONNECTION TO EXISTING UTILITIES FOR LOCATION, DEPTH, AND SIZE. IF CONFLICT IS FOUND, CONTACT THE ENGINEER IMMEDIATELY FOR DIRECTION.

7 DRAINAGE CONSTRUCTION NOTES

- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET
- CONSTRUCT HOODED CURB INLET PER THE DETAIL PROVIDED. (1) (CS503)
 - CONSTRUCT DROP INLET STRUCTURE PER THE DETAIL PROVIDED. (1) (CS507)
 - CONSTRUCT AREA DRAIN PER THE DETAIL PROVIDED. (2) (CS507)
 - CONSTRUCT PLANTER DRAIN PER THE DETAIL PROVIDED. (3) (CS507)
 - CONSTRUCT STORM DRAIN CLEANOUT PER THE DETAIL PROVIDED. (4) (CS507)
 - CONSTRUCT FLOOR DRAIN PER THE DETAIL PROVIDED. (4) (CS507)
 - CONSTRUCT 24" STORM DRAIN MANHOLE PER THE DETAIL PROVIDED. (14) (CS507)
 - PROVIDE AND INSTALL 12" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.0025 MIN. (0.25%) (3) (CS507)
 - PROVIDE AND INSTALL 10" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.0035 MIN. (0.35%) (3) (CS507)
 - PROVIDE AND INSTALL 8" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.005 MIN. (0.50%) (3) (CS507)
 - PROVIDE AND INSTALL 6" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.010 MIN. (1.00%) (3) (4) (CS507) (CS507)
 - PROVIDE AND INSTALL 4" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.0150 MIN. (1.50%) (3) (4) (CS507) (CS507)
 - CONNECT TO EXISTING STORM DRAIN PIPE OR INLET STRUCTURE AS SHOWN. POTHOLE TO VERIFY LOCATION AND DEPTH PRIOR TO CONSTRUCTION. IF CONFLICT FOUND CONTACT ARCHITECT FOR DIRECTION. PROVIDE ALL FITTINGS AND ADAPTORS TO MAKE CONNECTION. (5) (CS507)
 - CONSTRUCT LARGE OUTLET STRUCTURE PER THE DETAIL PROVIDED. (5) (CS507)
 - CONSTRUCT SMALL OUTLET STRUCTURE PER THE DETAIL PROVIDED. (5) (CS507)
 - CONSTRUCT BIO RETENTION PLANTER WITH SUBDRAIN PER THE DETAIL PROVIDED. (19) (CS507)
 - CONSTRUCT BIO RETENTION INLET STRUCTURE WITH TRASH SCREEN PER THE DETAIL PROVIDED. (20) (21) (CS507) (CS507)
 - PROVIDE AND INSTALL DOWNSPOUT CONNECTION WITH DRAIN INLET PER THE DETAIL PROVIDED. CONTRACTOR SHALL COORDINATE DRAIN CONSTRUCTION WITH FOUNDATION CONSTRUCTION SO CUTTING OF FOUNDATION FOR PROPER DRAIN PLACEMENT IS NOT REQUIRED. (6) (7) (CS507) (CS507)
 - CONNECT TO BUILDING DRAINAGE CONNECTION POINT. COORDINATE INSTALLATION WITH BUILDING PLUMBING PLANS AND BUILDING PLUMBING INSTALLER. IF CONFLICT FOUND, CONTACT ARCHITECT IMMEDIATELY FOR DIRECTION. (6) (7) (CS507) (CS507)
 - CONSTRUCT 4" PERFORATED SUBDRAIN WITH DRAIN ROCK AND FILTER FABRIC BENEATH PLAY APPARATUS PER THE DETAIL PROVIDED. (8) (CS507)
 - CONSTRUCT 48" MANHOLE PER THE DETAIL PROVIDED. (10) (CS507)
 - SET DRAIN INLET AT BOTTOM OF PLAY APPARATUS/PLAY AREA BASE PER THE DETAIL PROVIDED. (9) (CS507)
 - ADJUST MANHOLE/RAIN OR OTHER STRUCTURE TO FINISHED GRADE PER THE DETAIL PROVIDED. (10) (CS507)
 - CONSTRUCT TRENCH DRAIN WITH ACCESSIBLE COVER PER THE DETAIL PROVIDED. (11) (CS507)
 - CONSTRUCT DRAIN INLET WITH FILTER PER THE DETAIL PROVIDED. (12) (CS507)
 - PROVIDE AND INSTALL 4" STORM DRAIN CULVERT UNDER ACCESS DRIVE, DUCTILE OR CAST IRON, OR APPROVED EQUAL. SLOPE VARIES PER INVERTS SHOWN, BUT 0.010 MIN. (1.00%) (4) (CS507)
 - REMOVE DRAIN FRAME AND COVER AND PROVIDE SLOTTED DRAIN COVER IN CONCRETE COLLAR PER THE DETAIL PROVIDED. (12) (CS507)
 - CAP AND MARK END FOR FUTURE CONNECTION. SEE INCREMENT 2.
 - TEMPORARILY SET DRAIN AT ELEVATION SHOWN, TO BE ADJUSTED TO NEW GRADE SHOWN IN INC.2

8 SANITARY SEWER NOTES

- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET
- CONNECT TO BUILDING SEWER SERVICE POINT. COORDINATE LOCATION, DEPTH AND LAYOUT WITH THE PLUMBING PLANS AND PLUMBING INSTALLER. PROVIDE 2-WAY CLEANOUT WITH BOX, SEE PLUMBING PLANS, CONFORM TO CPC CURRENT EDITION.
 - CONSTRUCT SEWER CLEANOUT PER THE DETAIL PROVIDED. (2) (CS507)
 - PLACE 6" SEWER LINE, PVC SDR-35, SLOPE VARIES, 1.00% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE. (3) (4) (CS507) (CS507)
 - PLACE 4" SEWER LINE, PVC SDR-35, SLOPE VARIES, 1.50% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE. (3) (4) (CS507) (CS507)
 - CONNECT TO EXISTING SEWER PIPELINE OR STRUCTURE AS SHOWN. POTHOLE TO VERIFY LOCATION, DEPTH, SIZE AND CONDITION OF EXISTING SEWER PRIOR TO TRENCHING. PROVIDE ALL FITTINGS, COUPLERS AND ADAPTORS AS NEEDED TO MAKE CONNECTION. IF CONFLICTS FOUND, CONTACT ARCHITECT FOR DIRECTION.
 - CONSTRUCT 48" SEWER MANHOLE PER THE DETAIL PROVIDED. (18) (CS507)
 - CONSTRUCT 24" SEWER DRAIN MANHOLE PER THE DETAIL PROVIDED. (14) (CS507)
 - PLACE 2" SEWER LINE, ABS, SLOPE VARIES, PAINT OR WRAP ALL ABOVE GRADE PIPE TO PREVENT SUN DAMAGE. 2.00% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE. (3) (4) (CS507) (CS507)
 - EXISTING SEWAGE SERVICE TO BE REPLACED AS PART OF FRONTAGE IMPROVEMENTS IN INCREMENT 2. TEMPORARILY HUB UP & CONNECT TO EXISTING SEWER SERVICE AT PROPERTY LINE. THIS INCREMENT.
 - STUB AND CAP SEWER FOR FUTURE CONNECTION IN INC.2
 - BACKFILL TRENCH WITH 2-SACK SLURRY PER SECTION 31 23 33 WITHIN LIMITS SHOWN. SLURRY SHALL EXTEND VERTICALLY UP TO ELEVATION 15.00.
 - INSTALL PIPE SECTION AFTER SMUD TRANSFORMER/ELECTRICAL PANEL REMOVAL.

DOWNSPOUT NOTE
 PROVIDE AND INSTALL SPLASH BLOCK BELOW ALL RELOCATED PORTABLE DOWNSPOUTS PER THE DETAIL PROVIDED. (16) (CS507)

811 Know what's below. Call before you dig.

GRAPHIC SCALE
 0 10' 20' 40'
 (IN FEET) 1 inch = 20 feet

THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED.

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WC
 WARREN CONSULTING ENGINEERS, INC.
 1117 WINDFIELD WAY, SUITE 110
 EL DORADO HILLS, CA 95762 | (916) 985-1870

REGISTERED PROFESSIONAL ENGINEER
ANTHONY J. TASSANO
 No. 44522

PROJECT
**KEMBLE-CHAVEZ
 ELEMENTARY SCHOOL -
 PORTABLE RELOCATION
 INCREMENT 1**
 7495 29TH ST
 SACRAMENTO, CA 95822

CLIENT
 SACRAMENTO CITY UNIFIED SCHOOL
 DISTRICT
 5735 47TH AVE, SACRAMENTO CA 95824

ISSUED

MARK	DATE	DESCRIPTION
▲	6-30-2023	CCD NO.2

MANAGEMENT

LIONAKIS PROJECT NO.	022083
CLIENT PROJECT NO.	
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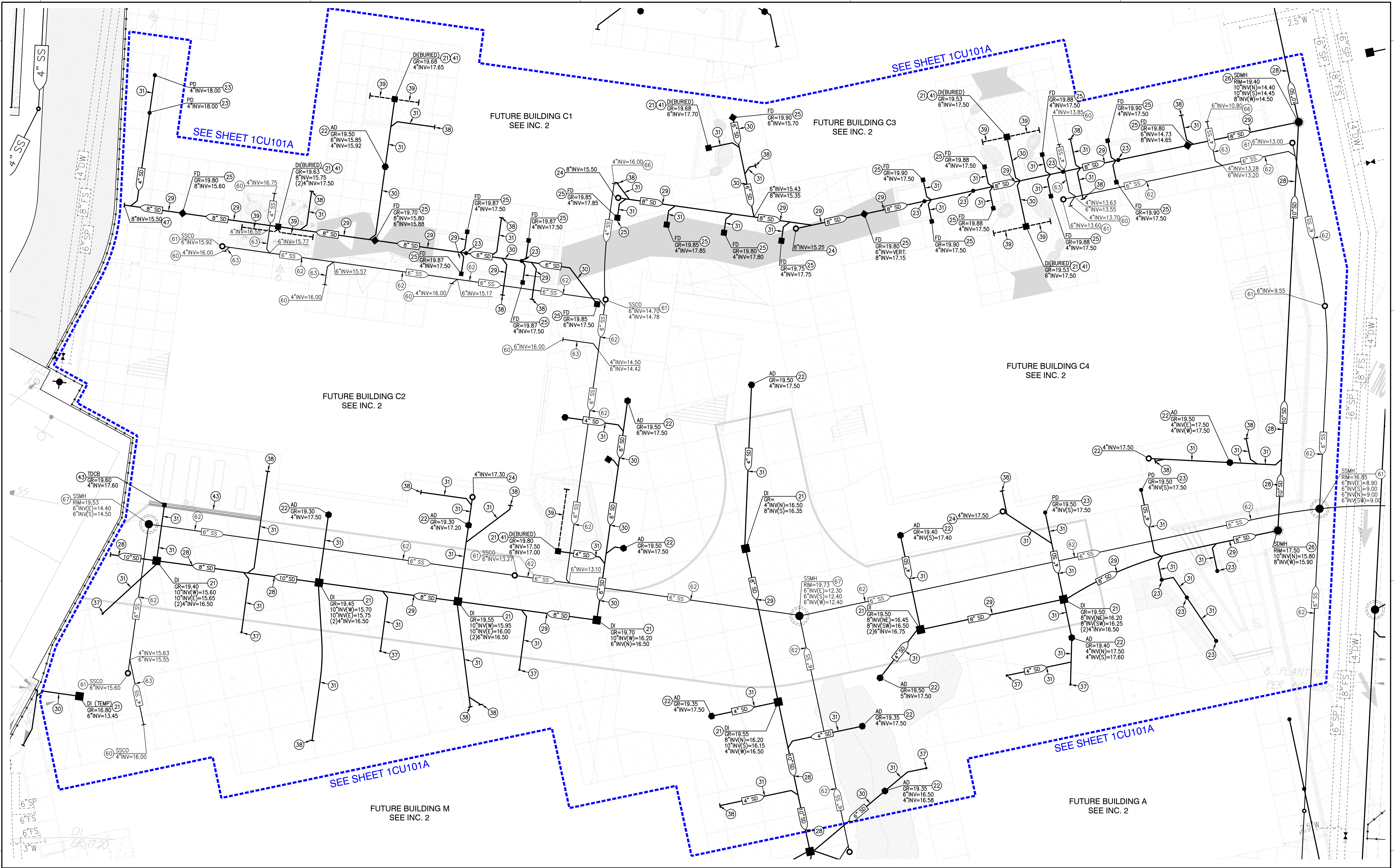
TITLE
**DRAINAGE AND
 SEWER PLAN**

SHEET
1CU101A

MARK	DATE	DESCRIPTION
△	6-30-2023	CCD NO. 2

MANAGEMENT	
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CLIENT PROJECT NO.	
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AGENCY



UTILITY VERIFICATION NOTE
 PRIOR TO THE START OF CONSTRUCTION, POTHOLE AND VERIFY ALL UTILITY POINTS OF CONNECTION TO EXISTING UTILITIES FOR LOCATION, DEPTH, AND SIZE. IF CONFLICT IS FOUND, CONTACT THE ENGINEER IMMEDIATELY FOR DIRECTION.

④ DRAINAGE CONSTRUCTION NOTES
 NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET

- 20. CONSTRUCT HOODED CURB INLET PER THE DETAIL PROVIDED. (1) (CC507)
- 21. CONSTRUCT DROP INLET STRUCTURE PER THE DETAIL PROVIDED. (1) (CC507)
- 22. CONSTRUCT AREA DRAIN PER THE DETAIL PROVIDED. (2) (CC507)
- 23. CONSTRUCT PLANTER DRAIN PER THE DETAIL PROVIDED. (3) (CC507)
- 24. CONSTRUCT STORM DRAIN CLEANOUT PER THE DETAIL PROVIDED. (2) (CC507)
- 25. CONSTRUCT FLOOR DRAIN PER THE DETAIL PROVIDED. (4) (CC507)
- 26. CONSTRUCT 24" STORM DRAIN MANHOLE PER THE DETAIL PROVIDED. (14) (CC507)
- 27. PROVIDE AND INSTALL 12" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.0025 MIN. (0.25%) (5) (CC507)
- 28. PROVIDE AND INSTALL 10" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.0035 MIN. (0.35%) (3) (CC507)

- 29. PROVIDE AND INSTALL 8" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.005 MIN. (0.50%) (3) (CC507)
- 30. PROVIDE AND INSTALL 6" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.010 MIN. (1.00%) (3) (4) (CC507) (CC507)
- 31. PROVIDE AND INSTALL 4" STORM DRAIN, PVC SDR-26. SLOPE VARIES PER INVERTS SHOWN, BUT 0.0150 MIN. (1.50%) (3) (4) (CC507) (CC507)
- 32. CONNECT TO EXISTING STORM DRAIN PIPE OR INLET STRUCTURE AS SHOWN. POTHOLE TO VERIFY LOCATION AND DEPTH PRIOR TO CONSTRUCTION. IF CONFLICT FOUND CONTACT ARCHITECT FOR DIRECTION. PROVIDE ALL FITTINGS AND ADAPTORS TO MAKE CONNECTION.
- 33. CONSTRUCT LARGE OUTLET STRUCTURE PER THE DETAIL PROVIDED. (5) (CC507)
- 34. CONSTRUCT SMALL OUTLET STRUCTURE PER THE DETAIL PROVIDED. (5) (CC507)
- 35. CONSTRUCT BIO RETENTION PLANTER WITH SUBDRAIN PER THE DETAIL PROVIDED. (19) (CC507)
- 36. CONSTRUCT BIO RETENTION INLET STRUCTURE WITH TRASH SCREEN PER THE DETAIL PROVIDED. (20) (21) (CC507) (CC507)
- 37. PROVIDE AND INSTALL DOWNSPOUT CONNECTION WITH DRAIN INLET PER THE DETAIL PROVIDED. CONTRACTOR SHALL COORDINATE DRAIN CONNECTION WITH FOUNDATION CONSTRUCTION SO CUTTING OF FOUNDATION FOR PROPER DRAIN PLACEMENT IS NOT REQUIRED. (6) (7) (CC507) (CC507)
- 38. CONNECT TO BUILDING DRAINAGE CONNECTION POINT. COORDINATE INSTALLATION WITH BUILDING PLUMBING PLANS AND BUILDING PLUMBING INSTALLER. IF CONFLICT FOUND, CONTACT ARCHITECT IMMEDIATELY FOR DIRECTION.

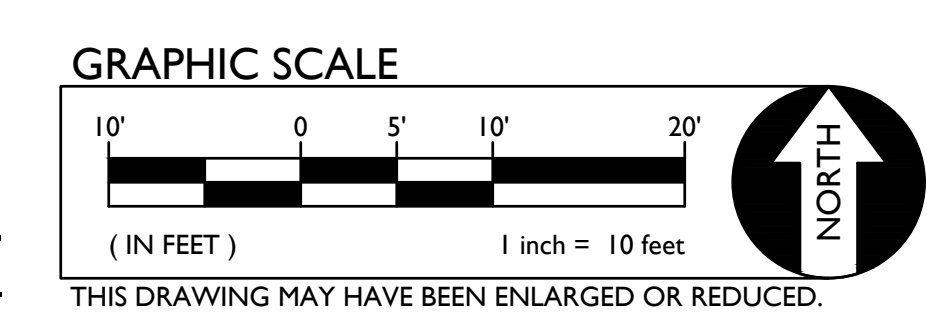
- 39. CONSTRUCT 4" PERFORATED SUBDRAIN WITH DRAIN ROCK AND FILTER FABRIC (8) (CC507)
- 40. CONSTRUCT 48" MANHOLE PER THE DETAIL PROVIDED. (10) (CC507)
- 41. SET DRAIN INLET AT BOTTOM OF PLAY APPARATUS/PLAY AREA BASE PER THE DETAIL PROVIDED. (9) (CC507)
- 42. ADJUST MANHOLE/DRAIN OR OTHER STRUCTURE TO FINISHED GRADE PER THE DETAIL PROVIDED. (10) (CC507)
- 43. CONSTRUCT TRENCH DRAIN WITH ACCESSIBLE COVER PER THE DETAIL PROVIDED. (11) (CC507)
- 44. CONSTRUCT DRAIN INLET WITH FILTER PER THE DETAIL PROVIDED. (12) (CC507)
- 45. PROVIDE AND INSTALL 4" STORM DRAIN CULVERT UNDER ACCESS DRIVE, DUCTILE OR CAST IRON, OR APPROVED EQUAL. SLOPE VARIES PER INVERTS SHOWN, BUT 0.010 MIN. (1.00%) (4) (CC507)
- 46. REMOVE DRAIN FRAME AND COVER AND PROVIDE SLOTTED DRAIN COVER IN CONCRETE COLLAR PER THE DETAIL PROVIDED. (12) (CC507)
- 47. CAP AND MARK END FOR FUTURE CONNECTION. SEE INCREMENT 2.
- 48. TEMPORARILY SET DRAIN AT ELEVATION SHOWN, TO BE ADJUSTED TO NEW GRADE SHOWN IN INC.2

⑧ SANITARY SEWER NOTES
 NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET

- 60. CONNECT TO BUILDING SEWER SERVICE POINT. COORDINATE LOCATION, DEPTH AND LAYOUT WITH THE PLUMBING PLANS AND PLUMBING INSTALLER. PROVIDE 2-WAY CLEANOUT WITH BOX, SEE PLUMBING PLANS, CONFORM TO CPC CURRENT EDITION.
- 61. CONSTRUCT SEWER CLEANOUT PER THE DETAIL PROVIDED. (2) (CC507)
- 62. PLACE 6" SEWER LINE, PVC SDR-35, SLOPE VARIES, 1.00% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE. (3) (4) (CC507) (CC507)
- 63. PLACE 4" SEWER LINE, PVC SDR-35, SLOPE VARIES, 1.50% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE. (3) (4) (CC507) (CC507)
- 66. CONNECT TO EXISTING SEWER PIPELINE OR STRUCTURE AS SHOWN. POTHOLE TO VERIFY LOCATION, DEPTH, SIZE AND CONDITION OF EXISTING SEWER PRIOR TO TRENCHING. PROVIDE ALL FITTINGS, COUPLERS AND ADAPTORS AS NEEDED TO MAKE CONNECTION. IF CONFLICTS FOUND, CONTACT ARCHITECT FOR DIRECTION.
- 67. CONSTRUCT 48" SEWER MANHOLE PER THE DETAIL PROVIDED. (18) (CC507)
- 68. CONSTRUCT 24" SEWER DRAIN MANHOLE PER THE DETAIL PROVIDED. (14) (CC507)
- 69. PLACE 2" SEWER LINE, ABS, SLOPE VARIES, PAINT OR WRAP ALL ABOVE GRADE PIPE TO PREVENT SUN DAMAGE. 2.00% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE. (3) (4) (CC507) (CC507)
- 70. EXISTING SEWAGE SERVICE TO BE REPLACED AS PART OF FRONTAGE IMPROVEMENTS IN INCREMENT 2. TEMPORARILY HUB UP & CONNECT TO EXISTING SEWER SERVICE AT PROPERTY LINE THIS INCREMENT.
- 71. STUB AND CAP SEWER FOR FUTURE CONNECTION IN INC.2

- 72. BACKFILL TRENCH WITH 2-SACK SLURRY PER SECTION 31 23 33 WITHIN LIMITS SHOWN. SLURRY SHALL EXTEND VERTICALLY UP TO ELEVATION 15.00.
- 73. INSTALL PIPE SECTION AFTER SMUD TRANSFORMER/ELECTRICAL PANEL REMOVAL.

DOWNSPOUT NOTE
 PROVIDE AND INSTALL SPLASH BLOCK BELOW ALL RELOCATED PORTABLE DOWNSPOUTS PER THE DETAIL PROVIDED. (16) (CC507)





UTILITY VERIFICATION NOTE
 PRIOR TO THE START OF CONSTRUCTION, POT HOLE AND VERIFY ALL UTILITY POINTS OF CONNECTION TO EXISTING UTILITIES FOR LOCATION, DEPTH, AND SIZE. IF CONFLICT IS FOUND, CONTACT THE ENGINEER IMMEDIATELY FOR DIRECTION.

MATERIAL TRANSITION NOTE
 WHEN TRANSITIONING FROM METALLIC WATER PIPE TO PLASTIC WATER PIPE (3" AND SMALLER) THREADED COUPLERS MAY BE USED BUT FEMALE ENDS MUST BE METALLIC AND MALE ENDS MUST BE PLASTIC. THIS IS TRUE FOR VALVES AND OTHER UNIONS AS WELL.

UTILITY INTERRUPTIONS
 CONTRACTOR SHALL NOTIFY SCHOOL AT LEAST 72 HOURS IN ADVANCE OF SERVICE SHUT-OFFS. INTERRUPTIONS OF SERVICES SHALL BE LIMITED TO LESS THAN 24 HOURS UNLESS OTHERWISE NEGOTIATED WITH DISTRICT. INTERRUPTIONS OF LONGER DURATION SHALL BE PROVIDED WITH TEMPORARY SERVICE CONNECTIONS WHICH ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 UNDER NO CIRCUMSTANCES SHALL FIRE PROTECTION SYSTEMS BE INTERRUPTED OVERNIGHT WITHOUT CONTACTING THE LOCAL FIRE AUTHORITY. CONTRACTOR WILL BE RESPONSIBLE FOR ALL REQUIRED "FIRE WATCH" REQUIREMENTS AND ASSOCIATED FEES FROM LOCAL FIRE DEPARTMENT.

DOMESTIC WATER CONSTRUCTION NOTES

- 40. PLACE 1" PVC, COPPER TYPE K (HARD), OR PVC SCH 80, OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. (7) (9) (C5507) (C5507)
- 41. PLACE 2" PVC, COPPER TYPE K (HARD), OR PVC SCH 80, OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. (7) (9) (C5507) (C5507)
- 42. PLACE 2.5" PVC, COPPER TYPE K (HARD), OR PVC SCH 80, OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. (7) (9) (C5507) (C5507)
- 43. INSTALL WATER VALVE AND TRAFFIC RATED VALVE BOX PER THE DETAIL PROVIDED. (6) (8) (C5507) (C5507)
- 44. CONNECT TO EXISTING WATER MAIN. POT HOLE TO VERIFY LOCATION, SIZE AND CONDITION PRIOR TO CONSTRUCTION. IF CONFLICT IS FOUND, CONTACT ARCHITECT FOR DIRECTION.
- 45. CONNECT TO BUILDING DOMESTIC WATER SERVICE POINT. PROVIDE ALL NECESSARY FITTINGS, COUPLERS, PIPE, AND ADAPTORS NECESSARY TO MAKE CONNECTION. IF CONFLICT IS FOUND, CONTACT THE ARCHITECT FOR DIRECTION.
- 46. STUB AND CAP WATER LINE FOR FUTURE CONNECTION. LINES 4" AND LARGER SHALL BE PROVIDED WITH APPROPRIATE THRUST BLOCKING PER THE DETAIL PROVIDED. (9) (C5507)
- 47. PLACE 4" PVC, C900, DR 18, OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. (7) (9) (C5507) (C5507)
- 48. PLACE 3.0" PVC, COPPER TYPE K (HARD), OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. (NO PVC SCH 80) (7) (9) (C5507) (C5507)
- 49. CAP AND MARK END WITH RESTRAINT COUPLER FOR FUTURE CONNECTION. PROVIDE RESTRAINT COUPLER AT DOWNSTREAM TEE AS WELL.
- 50. PLACE 2.5" PVC, COPPER TYPE K (HARD), OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. (NO PVC SCH 80) (7) (9) (C5507) (C5507)
- 51. PLACE 3.0" PVC, COPPER TYPE K (HARD), OR SCH 80 PVC OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. RUN THIS LINE AS CLOSE TO MINIMUM COVER AS POSSIBLE SO IT CAN BE REMOVED IN INC. 2. (7) (9) (C5507) (C5507)

PRIVATE FIRE SYSTEM NOTES

- 71. TRENCH AND INSTALL 8" PVC C900 DR 18 OR DIP CL350 WATER MAIN WITH THRUST BLOCKING AT ALL BENDS, FITTINGS AND JUNCTIONS PER THE DETAILS PROVIDED. (7) (9) (C5507) (C5507)
- 72. TRENCH AND INSTALL 6" PVC C900 DR 18, OR DIP CL350, WATER MAIN WITH THRUST BLOCKING AT ALL BENDS, FITTINGS AND JUNCTIONS PER THE DETAILS PROVIDED. (7) (9) (C5507) (C5507)
- 73. CONSTRUCT MAIN WATER VALVE WITH TRAFFIC RATED VALVE BOX AND THRUST BLOCKING PER THE DETAIL PROVIDED. VALVE SIZE SHALL MATCH LINE SIZE. (8) (C5507)
- 74. CONSTRUCT FIRE HYDRANT PER THE DETAIL PROVIDED. (12) (C5507)
- 75. CAP AND MARK END WITH RESTRAINT COUPLER FOR FUTURE CONNECTION. PROVIDE RESTRAINT COUPLER AT DOWNSTREAM TEE AS WELL.
- 76. CONSTRUCT PROTECTIVE PIPE BOLLARDS PER THE DETAIL PROVIDED. (11) (C5507)
- 77. CONNECT TO EXISTING WATER MAIN. POT HOLE TO VERIFY LOCATION, DEPTH, SIZE AND CONDITION OF EXISTING MAIN PRIOR TO TRENCHING. IF CONFLICT FOUND, CONTACT ARCHITECT. PROVIDE ALL FITTINGS AND COUPLERS AS NEEDED TO MAKE CONNECTION.
- 78. BACKFILL TRENCH WITH 2 SACK LEAN MIX SLURRY WITHIN LIMITS SHOWN.
- 79. CAP PIPE END WITH BLIND FLANGE AND THRUST BLOCK.
- 80. TRENCH AND INSTALL 6" FIRE SPRINKLER LINE, PVC C900 DR 14, OR DIP CL350, WATER MAIN WITH THRUST BLOCKING AT ALL BENDS, FITTINGS AND JUNCTIONS PER THE DETAILS PROVIDED. NOTE: THESE LINES TO REMAIN UNPRESSURIZED UNTIL INC. 2. (7) (9) (C5507) (C5507)
- 81. STUB AND CAP FIRE SPRINKLER LINES FOR FIRE PUMP INSTALLATION IN INCREMENT 2.
- 82. OFF 8" GATE VALVE, INSTALL FLANGED 8"x6" REDUCER AND 6" LATERAL LINE TO NEW FIRE HYDRANT. THIS FIRE HYDRANT TO BE TEMPORARY. THIS INCREMENT AND TO BE RELOCATED IN INC. 2.
- 83. INSTALL SECTION OF WATER MAIN ONCE SMUD TRANSFORMER/PANEL IS REMOVED.
- 84. PROVIDE TAMPER SWITCH ON BOTH OS&Y VALVES. PROVIDE 3/4" RMC CONDUIT RISER THROUGH VALVE SLAB TO BETWEEN 18" AND 24" ABOVE GRADE WITH APPROVED JUNCTION BOX. AND FROM BOX PROVIDE 1/2" RMC CONDUIT TO EACH TAMPER. SEE ELECTRICAL PLANS FOR 3/4" CONDUIT AND FIRE ALARM CONDUCTORS TO SITE FIRE ALARM SYSTEM.
- 85. CONSTRUCT FIRE DEPARTMENT CONNECTION WITH SIGNAGE PER THE DETAILS PROVIDED. (17) (18) (C5507) (C5507)

APPROVED
 BY THE STATE ARCHITECT
 APP: 02-120663 INC.
 REVIEWED FOR
 PLANS BY ACS: E
 DATE: 08/03/2023

LIONAKIS

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 Sacramento, CA 95818
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CONSULTANT



WARREN CONSULTING ENGINEERS, INC.
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 EL DORADO HILLS, CA 95762 | (916) 985-1870



SEAL

PROJECT
**KEMBLE-CHAVEZ
 ELEMENTARY SCHOOL -
 PORTABLE RELOCATION
 INCREMENT 1**
 7495 29TH ST
 SACRAMENTO, CA 95822

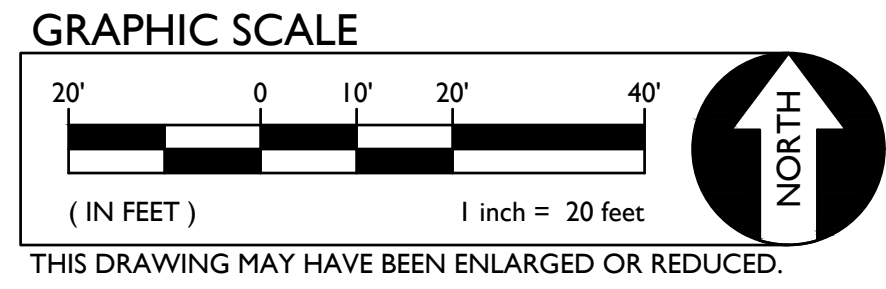
CLIENT
 SACRAMENTO CITY UNIFIED SCHOOL
 DISTRICT
 5735 47TH AVE, SACRAMENTO CA 95824

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▲	6-30-2023	CCD NO. 2

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AGENCY

TITLE
**DOMESTIC WATER AND
 FIRE PLAN**



SHEET
1CU102A