



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: January 16, 2025

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): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

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

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>EARL WARREN ELEMENTARY SCHOOL</u>		
Lauren Muse-Fisher and Tracey Zavala A24-00232	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 9/26/24 – completion of project Description: Mural renderings at Earl Warren Elementary School. District approved muralist-providing labor at no cost. School will provide materials.		
<u>CHARLES A. JONES SKILLS CENTER</u>		
SETA A24-00055-1b	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$339,652 No Match
Period: 10/1/24 – 9/30/25 Description: Modification to extend agreement for Delegation of Activities under the Refugee Support Services (RSS) Grant of the Refugee Resettlement Program. Agreement No. 074430RS-23(E), YEAR 2/ONE.		
<u>CHARLES A. JONES SKILLS CENTER</u>		
SETA A24-00050-1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$51,675 No Match
Period: 8/3/23 – 9/30/25 Description: Modification to extend agreement for Delegation of Activities under the Refugee Support Services (RSS) Grant of the Refugee Resettlement Program. Agreement No. 074430RS-HAU, YEAR 1/ONE.		
<u>SPECIAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00235	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15,157 No Match
Period: 7/1/24 - 9/30/26 Description: 2024-2025 Special Education Alternate Dispute Resolution Grant for SELPAs to develop and participate in local alternate dispute resolution activities. Federal Award ID Number: H027A240116.		
<u>HEALTH PROFESSIONS HIGH SCHOOL</u>		
UC Regents, Davis A24-00236	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 1/1/25 - 6/30/25 Description: Collaboration for educational outreach, data exchange and additional learning opportunities to ABPHS students during the 2024-2025 academic school year.		
<u>NUTRITION SERVICES DEPARTMENT</u>		
California Department of Education A24-00237	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200,000 No Match
Period: 6/28/24 – 1/5/26 Description: Commercial Dishwasher Grant (CDG) to promote single-use waste reduction and transition schools to safe, reusable food service ware.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
George Washington Carver California M.S. Martin Luther King Jr. k-8	<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	
(124 each) Chromebooks (171 each) Laptops (3 each) Misc. Items (mice, keyboards)	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
e-Waste	

RECOMMENDED BID AWARDS – TECHNOLOGY DEPARTMENT

Bid No: 25-0116-1 eRate Cabling Infrastructure

Bids received: 3:00 pm; December 4, 2024

Recommendation: Award to AMS.net

Funding Source:

BIDDER	BIDDER LOCATION	AMOUNT
AMS/MGT	Livermore, CA	\$619,150 eRate Cost \$52,963 non eRate Cost
CH Reynolds	San Jose, CA	\$694,592 eRate Cost \$69,557 non eRate Cost

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 403 SCUSD Bus Electrification and Site Improvements
Bids received: 2:00 pm; December 6, 2024
Recommendation: Award to Brooke Electric
Funding Source: General / Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Shane Brown Electric	Woodland, CA	\$231,770- WITHDRAWN
Brooke Electric	El Dorado Hills, CA	\$242,327
Ample Electric, Inc.	Winters, CA	\$338,800
Bear Electrical	Alviso, CA	\$345,950
Bockmon & Woody	Stockton, CA	\$400,290

Bid No: 479-1 Bowling Green Furniture
Bids received: 2:00 pm; January 6, 2025
Recommendation: Award to One Workplace
Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Lakeshore	Carson, CA	NON RESPONSIVE
One Workplace	Sacramento, CA	\$1,405,919
The Collective	Sacramento, CA	\$1,497,525

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Ethel Phillips ES Campus
Recommendation: Award to XL Construction
Amount/Funding: \$110,008 / Measure H

Ratification Requested. Incorrect amount was submitted at the December 19, 2024 Board of Education Meeting.

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

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

Project: Lease-Leaseback Agreement for Pacific Interim Housing at Clayton B. Wire and C.K. McClatchy Class Size Reduction

Recommendation: Award to Flint Builders

Amount/Funding: \$30,000 / Measure H

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

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

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: C.K. McClatchy New Softball/Baseball Field Improvements

Recommendation: Terracon Consultants was awarded construction and materials testing services on an as-requested basis which includes soils and earthwork operations on January 26, 2024; Measure H Funds. This project consists of new fields and associated structures; installation of bleachers; construction of new PC-shade structures and modular restrooms; installation of new scoreboards.

Original Contract Amount: \$99,960; Measure H Funds

Approve Amendment No. 1 \$65,985; Measure H Funds for additional construction materials and testing services at the request of the DSA-inspector.

New Total Contract Amount: \$165,945; Measure H Funds

SERVICE AGREEMENT
for the Sacramento City Unified School
District School Mural Program
by and between Sacramento City Unified
School District and
Lauren Muse-Fisher and Tracey Zavala

This Agreement is made this **26** day of **September, 2024** by and between **Lauren Muse-Fisher and Tracey Zavala**, hereinafter referred to as “Artist” or “Volunteer” and the Sacramento City Unified School District, hereinafter referred to as “District,” for the purposes and on the terms and conditions set forth below.

Recitals

WHEREAS, a Request for Proposals (“RFP”) was issued on **April 19, 2024** and the District selected Lauren Muse-Fisher as one of twenty four (24) to be awarded based on their successful proposal; and

WHEREAS, District desires to enter into Agreement with Artists for the development and implementation of the project described in **Appendix A** (“Project”) for the **Sacramento City Unified School District School Mural Program** under the following terms and conditions.

Now, THEREFORE, Artists and the District hereby agree as follows:

Definitions:

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement or the Contract Documents, it shall have the meaning set forth below:

- a. “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder), Title 24 (California Building Code) and all other applicable federal, state and local disabled access legislation, as the same may be amended, modified or supplemented from time to time.
- b. “Agreement” shall mean this agreement, including all addenda, appendices and modifications, whether created now or in the future.
- c. “Alter” or “Alteration” shall mean, with respect to the Artwork, to alter, repair, modify, remove, relocate, sell, dispose of, distort, destroy, mutilate, or deface.
- d. “Approved Costs” shall mean such costs as are scheduled on **Appendix C**, “Budget,” including the maximum expenditure authorized for each item.
- e. “Artist” (also referred to as “Volunteer”) shall mean: **Lauren Muse-Fisher and Tracey Zavala**. Where there is more than one Artist, all Artists shall be referred to collectively as “Artist.” If Artist is comprised of two or more individual persons or entities, each individual person or entity shall be jointly and severally responsible for satisfying Artist’s obligations under this Agreement, and each individual person or entity shall be liable for the acts and omissions of every other individual person or entity comprising Artist.

f. "Artwork" shall mean the mural(s) designed by Artist for the Site under the terms of this Agreement, as described and defined in Artist Proposal attached as **Appendix A**.

g. "Budget" shall mean a specific and detailed document identifying the cost of completion of all Work under this Agreement, including all modifications. The Budget shall include all costs the District will be expected to pay for the completion of the Project, including without limitation: the costs for all design fees and costs; ongoing storage and maintenance needs; any materials and labor, including Artist and subcontractors' costs, as applicable; installation of Artwork, any necessary permits; permits and licenses; required insurance; any applicable taxes and post-installation maintenance required for the Artwork by Artist.

h. "Contract Documents" shall mean any work, including but not limited to, drawings, mock-ups, models, and any and all additional documents and submittals produced under this Agreement that the District has approved and to which the completed Artwork is expected to conform.

i. "Force Majeure" with respect to a delay in or prevention of performance shall mean (a) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any flood, washout, explosion, or any other cause beyond the reasonable control of the party from whom performance is required.

j. "Proposal" shall mean the proposed visual, aesthetic, and artistic intent and design of the Artwork. The most recent design approved by the District is incorporated herein as **Appendix A** and is binding unless changes are approved by resolution of the District.

k. "Site" shall mean **Earl Warren Elementary School**

l. "Work" shall mean the work of Artist pertaining to providing the District with the services and deliverables as required under the Agreement, including the design, creation and installation of the mural(s).

1. Term of the Agreement

1.1 The term of this Agreement shall be from **September 26, 2024** to the final completion of the Project, unless extended by subsequent contract modification or terminated pursuant to the terms herein. Notwithstanding the above, this Agreement may be extended by mutual written agreement of the parties for a period not to exceed one year beyond the initial term.

2. Services Artist Agrees to Perform; Procedure for Execution of Work; Budget; Consultation

2.1 Services. Artist agrees to perform the services provided for in **Appendix B**, “Services to be Provided by Artist,” attached hereto and incorporated by reference as though fully set forth herein, as well as any scope of services included in any subsequent modification to this Agreement.

2.2 Procedure for Execution of Work

a. It is the general intent of the parties that Artist will complete the design, creation and installation of the Artwork at the Site, provided that District determines, in its sole discretion, to go forward with the completion of the Artwork.

b. The Work to be completed by Artist is unique and personal to Artist, and may not be capable of completion by anyone other than Artist. Therefore, if Artist fails or refuses to modify this Agreement after having been requested to do so by the District, or fails to complete the Work required, the District may, at its option, engage another Artist to complete the Work.

2.3 Budget. Artist agree to complete the entire project as a volunteer with no financial obligation to the Artist from the District. The volunteer project comprises of the completion of the Artwork, including design, creation and installation and any post- installation maintenance required of Artist. Paint shall be provided by the Site.

2.4 Consultation. Artist agrees to cooperate in good faith with the District and to be available as reasonably necessary for consultation with the District during all stages of the Work.

3. Compensation

3.1 Artist's fee for coordinating and producing the Work (hereinafter “Artist's Fee”) is Zero Dollars. (\$0). Artist shall be responsible for paying all of Artist's costs and expenses associated with the Work (hereinafter “Artist's Costs”). No charges shall be incurred under this Agreement nor shall any payments become due to Artist under this Agreement. The Artist has agreed to Volunteer for this project.

4. Payments

4.1 This Article does not apply to this Agreement.

4.2 Paint Disposal: The Artist shall remove all paint containers from the campus upon the completion of work.

4.3 Approval and Final Acceptance

a. The granting or withholding of any approval by the District shall be determined by the District in its sole and reasonable discretion. However, the District shall approve all deliverables if they conform to plans or proposals previously approved by the District. If the District withholds approval of any deliverables, in addition to other rights or remedies available to the District under the Agreement or applicable law, the District shall have the right to terminate this Agreement immediately and shall have no further obligations under this Agreement.

b. **Final Acceptance.** Artist shall advise the District in writing when Artist has completed all obligations, services and deliverables under this Agreement and all modifications. The District promptly shall send a notice identifying in writing any obligations, services or deliverables that Artist has not satisfactorily met, any defects in Artist's performance, and the requirements for Artist to

cure any such default. Artist shall have 20 days from dispatch of the notice to cure any defects in Artist's performance identified in the notice.

5. Licensed Contractor Requirements.

5.1 If Artist is not a licensed contractor, Artist shall not be able to subcontract with licensed contractors for installation of the Artwork or any portion of the Artwork under this Agreement.

6. Qualified Personnel

6.1 Work under this Agreement shall be performed only by the Artist. Artist shall commit adequate resources to complete the Project within the Project schedule specified in this Agreement.

7. Responsibility for Equipment

7.1 The District is not responsible for any damage to persons or property, including Artwork, as a result of the use, misuse or failure of any equipment used by Artist, or by any of its employees, even though such equipment be furnished, rented or loaned to Artist by District. Artist, rather than District, is responsible for site conditions and the health and safety of oneself, including the any and all other persons that work or visit the Site at the invitation of Artist.

8. Volunteer Requirements

8.1 Volunteer Registration Process. Prior to the start of the project, the Artist must complete the District's mandatory requirements as specified in **Appendix C**.

9. Insurance

9.1 Required Insurance. Without in any way limiting Artist's liability pursuant to the "Indemnification and General Liability" section of this Agreement, Artist shall maintain, or cause to be maintained, in force insurance in the following amounts and coverages.

a. **Commercial General Liability Insurance** 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 a project/location or the general aggregate limit shall be twice the required occurrence limit. The Artist's general liability policies shall be primary and shall not seek contribution from the District's coverage and shall provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

10. Indemnification

10.1 Artist (hereinafter referred to as "Volunteer") shall indemnify and save harmless the District and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by the District or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on the District, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of

this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

10.2 Contractor shall indemnify and hold the District harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by the District, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

11. Incidental and Consequential Damages

11.1 Artist shall be responsible for incidental and consequential damages resulting in whole or in part from Artist's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

12. Liability of District

THE DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL DISTRICT BE LIABLE TO ARTIST (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) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT.

13. Timely Provision of Services

13.1 Time is of the essence in this Agreement. Artist agrees to provide all deliverables in accordance with any timelines specified and approved in writing by the District. Changes to Project timelines must be approved in writing by the District.

14. Artist's Default; Remedies

14.1 Default. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

a. Artist's Default: Artist's failure or refusal to perform or do any act required of Artist in this Agreement, including unexcused failure to meet the delivery deadlines or to conform the Work to the Proposal approved by the District, shall constitute a default.

14.2 Termination in the Case of Default: On or after any event of Artist default, District shall have the right to exercise its legal and equitable remedies. District's remedies include the right to terminate this Agreement upon written notice to Artist or to seek specific performance of all or any part of this Agreement. Upon termination by the District, this Agreement shall be of no further force

or effect. Termination will be effective immediately upon written notice, unless a later termination date is specified in the notice of termination.

14.3 Opportunity to Cure: In its sole discretion, the District may give Artist, in writing, a grace period and opportunity to cure any default.

a. These remedies are in addition to all other remedies available to either party under this Agreement or under applicable federal, state or local laws should the other party fail to comply with the terms of this Agreement.

15. Termination for Convenience

15.1 The District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The District shall exercise this option by giving Artist written notice of termination. The notice shall specify the date on which termination shall become effective.

15.2 Upon receipt of the notice, Artist shall commence and perform, with diligence, all actions necessary on the part of Artist to effect the termination of this Agreement on the date specified by the District and to minimize the liability of Artist and the District to third parties as a result of termination. All such actions shall be subject to the prior approval of the District. Such actions shall include, without limitation:

a. Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by the District.

b. Completing performance of any services or work that District designates to be completed prior to the date of termination specified by the District.

16. Rights and Duties Upon Termination or Expiration

16.1 If the District terminates this Agreement for any reason, District shall be automatically vested with title to any Work produced under this Agreement up to the date of termination.

17. Artist's Warranties

17.1 Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

17.2 Warranty of Workmanship. Artist represents and warrants that, for a period of three years after final acceptance, the Work will be free of defects in workmanship or materials, including Inherent Defects (as defined below), and that the Work will be executed in permanent, non-fugitive materials that will not tend to degrade or fade over long-term installation at the Site. "Inherent Defect" refers to a quality within the material or materials, which comprise the Work which, either alone or in combination, results in the tendency of the Work to destroy itself. Artist shall, at Artist's sole cost and

expense, remedy any defects in workmanship or materials that appear within a period of one year from the date of final acceptance of the Artwork by the District.

17.3 Warranty of Public Safety. Artist represents and warrants that the Work will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

17.4 Warranty of Acceptable Standard of Display and Operation. Artist represents and warrants that:

a. Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Work within an acceptable standard of public display;

b. Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display; and

c. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

17.5 Manufacturer's Warranties. To the extent the Work incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the District.

17.6 Unless specifically provided in this Agreement, Artist shall not be responsible for ongoing maintenance of the Artwork. Artist shall provide the District with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork.

17.7 The District is not required by this Agreement to maintain the Artwork to any particular standard. The District may determine to allow the Artwork to deteriorate in accordance with the Artwork's temporary life span, if deemed appropriate by the District or if the District lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, District shall have sole discretion to determine whether to remove the Artwork from display as a result of deterioration, whether to replace any portion of the Artwork or translate any component into new media, or whether to maintain the Artwork on display despite its deteriorated condition.

18. Artist's Moral Rights; District's Ownership Rights

18.1 The District shall preserve complete flexibility to operate and manage District property in the public's interest. Therefore, District retains the absolute right to Alter the Artwork in District's sole judgment. With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against District, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§ 987 *et seq.*), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S. Code

section 106A, California Civil Code sections 987 *et seq.*, or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without Alteration of the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for Alteration of the Artwork.

19. Notices to the Parties; Department Liaison

19.1 Notices. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or by fax, and shall be addressed as follows:

To District:
Tina Alvarez-Bevens, Contract Analyst
5735 47th Avenue
Sacramento, CA 95824
Phone: 916-643-2464
Email: tina-alvarez-bevens@scusd.edu

To Artist:
Lauren Muse-Fisher
2001 Vallejo Way
Sacramento, CA 95818
Phone: 310-940-6421
Email: Luaren.MuseFisher@gmail.com

Tracey Zavala
Phone: 937-308-8452
Email: traceyzavalaart@gmail.com

19.2 Any notice of default shall be sent by registered mail. Any change in the designation of the person or address to which submittals, requests, notices and reports shall be delivered is effective when the other party has received written notice of the change.

20. Ownership of Results and Risk of Loss

20.1 Title Transfer. District shall, at all times, hold title to all work created in furtherance of this Agreement.

20.2 Risk of Loss. The risk of loss or damage to the Artwork shall be borne solely by Artist until Final Acceptance of the Artwork by the District. Artist shall take steps to protect the Artwork from loss or damage.

20.3 Ownership of Documents. All documents prepared and submitted by Artist to the District pursuant to this Agreement shall belong to the District.

21. District Rights and Third Party Infringement

21.1 District's Rights. Artist grants to the District, and to the District's agents, authorized contractors and assigns, any and all rights associated with the Artwork created pursuant to this Agreement, including without limitation the rights to do the following:

- a. Implementation, Use and Display. District may use and display the Work.

b. **Reproduction and Distribution.** District may make and distribute, and authorize the making, display and distribution of, photographs and other reproductions.

c. **Public Records Requests.** Any documents provided by Artist to the District are public records and the District may authorize third parties to review and reproduce such documents.

21.2 Third Party Infringement. The District is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

22. District Access to Artwork/Work and Inspection

22.1 District Access to Artwork; Inspection of Work and Artwork. The District shall have the right to inspect the Work, including the Artwork, at the Site during any phase of the Project at any time.

22.2 Subcontracting. Artist is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

22.3 Documentation of Subcontracts. Artist shall provide a description of the Work to be performed under any subcontract and the amount of the subcontract, and shall provide the District with written copies of Artist's agreements with each subcontractor.

22.4 Subcontractor shall certify that he or she has all applicable licenses required by the State for subcontractor to perform the installation work specified in the subcontract and that subcontractor warrants that such licenses are valid for the full term of this Agreement and during the period in which the subcontractor performed installation work under this Agreement.

Important note: If Artist is not a licensed contractor, Artist shall not be able to subcontract with licensed contractors for installation of the Artwork or any portion of the Artwork under this Agreement.

23. Liquidated Damages: This Article shall not apply to this Agreement.

24. Assignment or Transfer

24.1 Artist guarantees that Artist will consistently give personal attention to the faithful execution of this Agreement, including any work performed by employees, agents or subcontractors. Artist shall keep the Work under Artist's control and shall not assign or subcontract the Work, in whole or in part, except as provided in this Agreement. All transactions with subcontractors shall be made through Artist, and no subcontract, assignment or other transfer by Artist Team shall relieve Artist of any of Artist's liability or obligations under this Agreement.

25. Non-waiver of Rights

25.1 The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions thereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

26. Compliance with Laws

26.1 Artist agrees to comply with all applicable federal, state, county and local laws and regulations, and District policies and practices in performing the Work under this Agreement. Failure to comply with such laws, regulations, and/or District policies and practices is considered a material breach of the Agreement and may result in termination of the Agreement.

27. Compliance with Americans with Disabilities Act

27.1 Artist acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through Artist, shall be accessible to the disabled public. Artist shall provide the services specified in this Agreement in a manner that complies with the ADA. Artist shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Artist, its employees, agents or assigns will constitute a material breach of this Agreement.

27.2 Artist shall cooperate with District and allow District to take reasonable steps to ensure that the Artwork is accessible to the disabled, with respect to the elimination of both architectural and programmatic barriers. Such cooperation shall include assisting with modifications to the Artwork, or preparing or authorizing tactile models, reproductions, or other materials necessary to provide access to the Artwork. If requested by District, Artist shall engage a consultant, as part of the Project Budget, to review the Artwork for compliance with the ADA.

28. Fingerprinting

28.1 Artist agrees to provide the District with such written certification that Artist has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Artist employees, staff, agents, and/or contractors who may have contact with District students in the course of performing the Work, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code sections 45122.1, *et seq.*

29. Modification of Agreement

29.1 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

29.2 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the District's purchasing department who shall decide the true meaning and intent of the Agreement.

30. Agreement Made in California; Venue

30.1 The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Sacramento.

31. Construction

31.1 All paragraph captions are for reference only and shall not be considered in construing this Agreement.

32. Entire Agreement

32.1 This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

33. Severability

33.1 Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

[Remainder of page left intentionally blank]

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.


**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

Janea Marking
Chief Business & Operation Officer

ARTIST

Lauren Muse-Fisher

ARTIST



Tracey Zavala

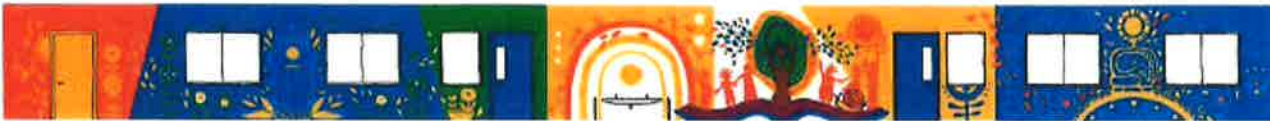
APPENDIX A

APPROVED RENDERING

Scope for Rendering:

The Artist will work with the site Principal to provide a survey that will be sent to staff, students and community members at the Principal's discretion. The Principal will provide art direction and the Artist will create a rendering to be approved by the Principal and District.

Approved Rendering:



Rendering Approved by: Matthew Schlager, Principal

SPR Final Approval: Chris Ralston, Assistant Superintendent, Facility Support Services

Location of Mural: Wall outside of the Transition Kindergarten and Preschool classrooms

108 ft. W x 10 ft. H

APPENDIX B

SERVICES TO BE PROVIDED BY ARTIST

Design and Installation of Artwork for Earl Warren Elementary

Artist shall provide all labor and equipment as necessary to complete each Project specified in **Exhibit A** within the required time period. Paint to be furnished by Earl Warren Elementary School.

PHASE 1: PRE-INSTALLATION

1A) Walking Tour. Artist will attend a walking tour of the Project site(s) with District staff to discuss placement and size of the Artwork and to ask any questions related to the site or Project prior to commencing the Project.

District Contact for Project: Matthew Schlager
Matthew-Schlager@scusd.edu
Phone: 916-752-3050

1B) Compliance. Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork.

1C) Insurance. Artist shall provide required insurance in the amounts and limits specified in the Agreement.

PHASE 2: INSTALLATION

2A) Installation. Artist shall install the Artwork within the agreed-upon time frame.

2B) Check Ins. Artist shall meet with the District periodically throughout the installation of the Artwork to discuss progress of the installation and to ensure the Artwork will be completed within the agreed-upon timeframe.

PHASE 3: POST INSTALLATION

3A) Artist shall apply anti-graffiti coating, supplied by site accordingly.

APPENDIX C

SCUSD Volunteer Registration Process

In order to start volunteering, you need to have the following items on file with your school:

1. A current and completed SCUSD Volunteer Registration Form

This must be completed each school year. This form will be maintained at your school site. Mandatory tracking in Infinite Campus by school site Office Manager.

2. Documentation showing you to be free of infectious tuberculosis (see above).

3. Fingerprinting Requirements

Fingerprinting must be done at the SCUSD Serna Center or at another site using the SCUSD Fingerprint Form which includes: CODE ASSIGNED BY DOJ – “A0283”; and MAIL CODE ASSIGNED BY DOJ – “03353”. You must have a completed volunteer fingerprinting authorization form signed by the school site administrator (principal), or department designee with you. **The cost for volunteer fingerprinting at SCUSD is \$47.00. This can be paid by cash (exact change only), debit or credit card.** Fingerprints are “good” for the duration of “uninterrupted” volunteering in the district. If you have fingerprints on file with SCUSD and you are a current active volunteer you do not need to complete this process again.

Fingerprinting is by appointment only. Call the Fingerprinting Office at 916-643-9050 to schedule an appointment. To schedule appointment online, please visit

<https://www.scusd.edu/fingerprinting-service>

For more information, email doj@scusd.edu.

4. Complete SCUSD Volunteer Training available at:

<https://mandatedreportertraining.com/volunteers/>

Provide proof of completion to school site office manager.

Reminder: In order to ensure safety and minimize distractions to the learning environment, please do not bring infants or non-school age children to school with you when you are volunteering in the classroom. Volunteers are asked to arrange for off-campus childcare.

SCUSD Volunteer Registration Form

Thank you for your time and interest in becoming a Sacramento City School District Volunteer!

You are not authorized to volunteer on any campus until the mandatory requirements have been fulfilled and you have been notified. If you will be a volunteer driver for any student activities, you must also complete the "Personal Automobile Use" form and fulfill the requirements of that process.

Personal Information

Zavala	Tracey	A	5/6/1982
Last Name	First Name	Middle Initial	Date of Birth
5417 Bradford Dr	Sacramento	95820	
Address	City	Zip	
	937-308-8452		
Home Phone	Cell Phone	Work/Other	
traceyzavalaArt@gmail.com			
Email Address			
Earl Warren Elem School			
School Sites Where I Will Be Volunteering			
Juan Pablo Zavala	Spouse	408-931-0950	
In Case of Emergency Notify	Relationship	Phone Number	
Workday Consultant			
Place of Employment			
I am currently a Sacramento City Unified School District employee with fingerprints and TB clear on file.			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
For office use:			
<input type="checkbox"/> TB Clearance – Valid Through: _____ (Issuance date plus 4 years)			
<input type="checkbox"/> If necessary, X-Ray Clearance on file.			
<input type="checkbox"/> Fingerprint clearance- Date _____			
<input type="checkbox"/> Mandated Reporter Training- Date Completed _____			

I hereby certify that the information contained in this Registration Form is true and correct to the best of my knowledge and agree to have any of these statements checked by the District, unless I have indicated to the contrary. Furthermore, I release all parties and persons from any and all liability for any damages that may result from furnishing such information to the District as well as from the use or disclosure of such information by the District, or any of its agents, employees, or representatives. I understand that any misrepresentation, falsification, or material omission of information on this Registration Form may result in my failure to volunteer.

Tracey Zavala
12/6/2024

 Signature of Volunteer Date

 *Signature of Site Administrator REQUIRED (print & sign) Date

SCUSD Volunteer Code of Conduct

As a Volunteer, Your Role and Responsibilities in the School Are Unique

Understand that your role is a supportive one. The teacher and principal are completely in charge. If the teacher leaves the room, the teacher in the next room assumes responsibility. You must not be left in charge of a classroom.

Remember volunteers are only permitted to work with students on school grounds and under the supervision of certificated staff. Have no outside contact with an individual student unless authorized by administration or parents.

Maintain student confidentiality at all times. Do not discuss any student with anyone except teachers, counselors, and volunteer coordinators.

Don't make promises you can't keep

Use good judgment and avoid any compromising situations. Work in a room with other people at all times. Never be left alone with one student out of view of other people. Always keep the door open. Always use adult bathrooms.

Strictly follow volunteer guidelines and discipline practices. Physical discipline is absolutely prohibited. Ask the teacher and volunteer coordinating staff for assistance with problematic student behavior.

Report immediately to a staff person any physical abuse or sexual exploitive behavior towards a student.

Don't engage students on any social media site, email, texts or take or show your picture or student's pictures/videos on your phone or other media devices

Volunteers Take Pride in Being Professional

Maintain a constructive attitude. Don't make negative comments about the school, its personnel or the students to other volunteers or individuals outside the school.

Be Prompt and consistent in your attendance. Teachers depend on volunteers and plan their work accordingly. Students depend on volunteers even more, especially on field trips. Notify your school as soon as possible if you are late or absent.

Keep an accurate record of your attendance by signing in each day you volunteer.

Dress and act professionally.

Establish and maintain good and frequent communication with your classroom teacher or volunteer coordinator.

Never be under the influence of drugs or alcohol when with students on or off school grounds.

Do not smoke on school grounds or at any time around students.

Do not lend money, contribute or solicit money for organizations while on school grounds.

Do not use the internet inappropriately by going to websites that are not conducive to a professional or educational environment.

Do not use cellphone in the classroom or at any time around students.

Health and Safety Are Always Important

Adhere to District, school, and classroom policies rules and regulations.

Refer any student in need of first aid or any type of medication to the teacher or front office.

Learn and follow fire drill emergency procedures and all school rules.

Notify the principal of any accident you had on school grounds. A written form must be submitted to the principal within 24 hours.

I agree to adhere to the above code of conduct at all times when I am a volunteer at a SCUSD school site or program. I understand that my volunteer status can be revoked at any time.



Earl Warren School

12/6/2024

Signature

Site

Date

AUTHORIZED APPROVAL

SITE/PROGRAM: _____

SITE ADMINISTRATOR SIGNATURE

DATE

***Site Administrator's signature is mandatory to apply as a SCUSD Volunteer PRIOR to bringing packet to Serna Center.**

NOTE: Site Administrator or Department Designee's Signature is mandatory to apply as a SCUSD Volunteer

Education Code §3502 prohibits the District from allowing a person required to register as a sex offender under Penal Code §290 to serve in a volunteer capacity as an aide or supervisor of students. Accordingly, the District will, before authorizing a person to serve as a volunteer conduct an automated records check pursuant to Education Code §35021.1 and/or call the Department of Justice or the Sheriff's Office to inquire whether the individual is a registered sex offender pursuant to the process set forth in Penal Code § 290.4

BUDGET CODE: _____

IMPORTANT: This form is for **ALL VOLUNTEERS** or those working in programs where such screening is required. The prospective volunteer is instructed to bring this form, along with a valid California Driver's License or California Identification Card, plus their Social Security number to the Customer Service Specialist in the Serna Center in order to initiate the fingerprint and background check process. There is a fee of \$47 for this process. If the site is paying the cost, please add budget code above. If the volunteer is paying for the cost, we accept cash (only exact change), debit or credit card.

Prior to beginning any assignment, SCUSD Board policy requires that all volunteers be cleared to work by the Department of Justice.

I understand this requirement and **will not volunteer** with the District until clearance is received from the SCUSD Human Resources Office.

I have received a copy of the SCUSD rules and regulations for volunteers [BP1240 and AR 1240].

I hereby fully release and discharge the Sacramento City Unified School District, its officers, employees, agents and volunteers from any and all liability arising out of or in connection with this background check and all liabilities associated with and all claims related to this background check. For the purpose of this release, "liability" means all claims, demands, losses, causes of action, suits or judgements of any and every kind that arise as a result of the above named activity and resulting from any cause other than gross negligence.

Signature _____

Date _____



Human Resource Services

Fingerprinting Requirements

Section 44830.1 of the Education Code of the State of California requires that: *"In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be employed by a school district in a position requiring certification qualifications or supervising positions requiring certification qualifications. A school district shall not retain in employment a current certificated employee who has been convicted of a violent or serious felony, and who is a temporary employee, a substitute employee, or a probationary employee..."*

State law* and the Sacramento City Unified Board of Education** require all classified and certificated employees to be fingerprinted within ten working days of their date of employment and before actually beginning their employment. The cost of fingerprinting is to be paid by the employee or volunteer. (*Education Code Section 45125; **Board of Education Policies AR 4212.5[a])

Please note: We do accept ATM or credit cards as payment for fingerprinting services. We also accept cash (exact amount please, we do not have change)

I, the undersigned, have read the above information, have received instructions for fingerprinting, and agree to fulfill these obligations and requirements for completion of my employment or volunteer application. Failure to comply will preclude any employment or result in termination and/or removal from being an active volunteer for Sacramento City Unified School District.

Please check appropriate box: Certificated Employee Classified Employee

Volunteer Contractors

PRINT NAME	SIGNATURE
SOCIAL SECURITY NUMBER	DATE

■ Have you ever been convicted of a felony or misdemeanor? Or do you currently have a felony or misdemeanor charge pending? Convictions include a plea of guilty, nolo contendere (no contest) and/or a finding of guilty by a judge or a jury, or a conviction that has been judicially dismissed or ordered sealed, including 'expungement' granted pursuant to Penal Code section 1203.4. (Note: Exclude convictions related to the use of marijuana that are over two years old) A conviction may not necessarily disqualify you from the volunteer job for which you have applied. Convictions include diversionary offenses, or other offenses that have been plea-bargained, or for which you have pleaded no contest. **Failure to reveal convictions is grounds for immediate termination and/ or removal from the site.** Yes No

• If the answer is YES, please explain (on the other side of paper):

INSTRUCTIONS FOR FINGERPRINT PROCESSING

Fingerprinting is done at the Serna Center, Human Resources Services, 5735 4th Avenue, Sacramento, CA 95824. Hours are 8:00 a.m.- 5:00 p.m., Monday-Friday.

By appointment only



PHOTO ID IS REQUIRED

Please return this document to Human Resources Services at the date of your appointment

Employment and Volunteer consideration is contingent upon fingerprint clearance.

If you have any questions, please call Human Resource Services at (916) 643-9050.

AGREEMENT for Delegation of Activities under the Refugee Support Services (RSS) Grant of the Refugee Resettlement Program		AGREEMENT NUMBER	
		074430RS-23	
1. DELEGATE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		ELL Workforce Navigator	
3. AGREEMENT TERM:	10/1/2023 through 9/30/2024	4. CAT. NO./CFDA:	93.566
5. AWARD AMOUNT:	\$304,000.00 ELL Workforce Navigator \$16,112.00 Additional SS	6. DUNS#:	060697109
7. MAXIMUM ANNUAL EXTENSIONS:	Two (2)		
8. 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 1 through 4 contain Delegate-specific terms and conditions that apply only to Delegate's performance of this Agreement; Exhibits 5 through 12 contain general SETA terms, conditions and requirements that apply to any Delegate's performance of an agreement, including this Delegate Agreement.			
<ul style="list-style-type: none"> a. Exhibit 1 - Resolution Authorizing Execution of Delegate Agency Agreement with the Sacramento Employment and Training Agency b. Exhibit 2 - Program Planning Summary c. Exhibit 3 - Program Budget and Cost Allocation Plan d. Exhibit 4 - Special Conditions e. Exhibit 5 - Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures f. Exhibit 6 - Policy on Advances g. Exhibit 7 - Insurance Requirements h. Exhibit 8 - Nondiscrimination Addendum i. Exhibit 9 - Policy on Confidentiality of Participant Records j. Exhibit 10 - Mandatory Work Registration and Sanctioning System k. Exhibit 11 - General Assistance Employment & Training Requirements for Employable/Limited Employable Refugees l. Exhibit 12 - Standard Conditions to Delegate Agency Agreement Under the Refugee Support Services Grant 			
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 Subgrant has been dated and executed by the parties hereto.			
DELEGATE			
Name: Sacramento City Unified School District			
By: <i>Janea Marking</i>		Date Signed: 02/27/2024	
Printed Name/Title of Authorized Signer: Janea Marking, Chief Business and Operations Officer			
Address: 5735 47 th Avenue, Sacramento, CA 95824		E-Mail Address: janea-marking@scusd.edu	
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By: <i>D'et Saurbourne</i>		Date Signed: 3/5/24	
Printed Name/Title of Authorized Signer: Ms. D'et Saurbourne, Interim Executive Director			
Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815		Email address: D'et.Saurbourne@seta.net	

EXHIBIT 1

**RESOLUTION AUTHORIZING EXECUTION OF REFUGEE
SUPPORT SERVICES SUBGRANT AGREEMENT**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3361

Authorizing Delegation of Power to Contract

WHEREAS, Education Code Section 17604 authorizes the Governing Board to delegate to the district Superintendent or designee, the power to contract in the name of the Sacramento City Unified School District whenever the Education Code invests the power to contract in a governing board or any member of the board; and

WHEREAS, Education Code Section 17605 authorizes the Governing Board to delegate to any officer or employee of the Sacramento City Unified School District the authority to purchase supplies, materials, apparatus, equipment, and services within the expenditure limitations specified in Public Contract Code Section 20111; and

WHEREAS, on December 15, 2022, the Governing Board of the Sacramento City Unified School District adopted Resolution No. 3299 designating persons authorized to be empowered to contract which is hereby rescinded; and

BE IT RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17604, effective November 2, 2023, Lisa Allen., Interim Superintendent, Janea Marking, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Mary Hardin Young, Interim Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Manager II, Purchasing Services, be and are hereby authorized and empowered to contract with third parties in the name of the Sacramento City Unified School District wherever the Education Code invests the power to contract in the Governing Board of the School District or any member of the Governing Board, without limitation as to money or subject matter; provided, however, that all such contracts must be approved or ratified by the Governing Board; and

BE IT FURTHER RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17605, effective November 2, 2023, Lisa Allen., Interim Superintendent, Janea Marking, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Mary Hardin Young, Interim Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Manager II, Purchasing Services, be and are hereby authorized and empowered to contract for the purchase of supplies, materials, apparatus, equipment, and services; provided, however, that no such individual purchase shall involve an expenditure by the District in excess of the amount specified by Section 20111 of the Public Contract Code; and

BE IT FURTHER RESOLVED AND ORDERED that all such transactions to purchase supplies, materials, apparatus, equipment, and services entered into in accordance with Education Code Section 17605 shall be reviewed by the Governing Board every sixty (60) days; and

BE IT FURTHER RESOLVED AND ORDERED that in the event of malfeasance in office, each of the persons named above shall be personally liable to the Sacramento City Unified School District for any and all monies of the District paid out as a result of such malfeasance; and


BE IT FURTHER RESOLVED AND ORDERED that the persons named above shall be and are hereby authorized to insure against any such liability, and the cost of such insurance shall be paid from the funds of the District; and

BE IT FURTHER RESOLVED AND ORDERED that the term "Contract" as used herein shall be deemed to include orders to contract.

AUTHORIZED SIGNATURES:



Lisa Allen,
Interim Superintendent



Added Authorizer Mary Hardin Young,
Interim Deputy Superintendent




Added Authorizer Janea Marking,
Chief Business and Operations Officer



Cancy McArn,
Chief Human Resources Officer



Jesse Castillo,
Assistant Superintendent of
Business Services

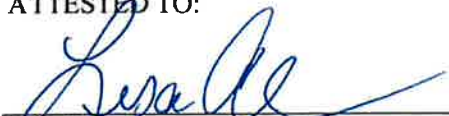


Robert Aldama,
Manager II, Purchasing Services


PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November 2023, by the following vote:

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0

ATTESTED TO:



Lisa Allen,
Interim Secretary of the Board of Education



Chinua Rhodes,
President of the Board of Education

EXHIBIT 2

PROGRAM PLANNING SUMMARY

ATTACHMENT A – MONTHLY PROJECTIONS

- ELL Workforce Navigator

ATTACHMENT B – GENERAL PROGRAM STANDARDS/ REQUIREMENTS

ATTACHMENT C – FUNDED COMPONENTS

- ELL Workforce Navigator

ATTACHMENT A
MONTHLY PROJECTIONS

**PARTICIPANT TRAINING
PROGRAM PLANNING SUMMARY - MONTHLY PROJECTIONS**

Delegate: Sacramento City Unified School District

Funding/Activity: ELL Workforce Navigator

PERIOD FROM 10/1/2023 THROUGH 9/30/2024

PROJECTED ENROLLMENTS AND TERMINATIONS (** CUMULATIVE ** by month)	OCT '23	NOV '23	DEC '23	JAN '24	FEB '24	MAR '24	APR '24	MAY '24	JUN '24	JUL '24	AUG '24	SEP '24
1. TOTAL PARTICIPANTS	6	12	18	25	28	33	44	47	55	62	69	76
2. TOTAL TERMINATIONS (sum of 2.1 through 2.3)	6	12	18	25	28	33	44	47	55	62	69	76
2.1 Job Placements (full-time permanent)	3	6	9	13	15	18	24	26	30	34	38	42
2.2 Job Placements (part-time)	0	0	0	0	0	0	0	0	0	0	0	0
2.3 Other Terminations	3	6	9	12	13	15	20	21	25	28	31	34
3. ENTERED EMPLOYMENT RATE*	50%	50%	50%	52%	54%	55%	55%	55%	55%	55%	55%	55%
4. Public Assistance Terminations/Reductions (for cash aid clients only)**												

* The Entered Employment Rate will be based on the total number of **actual** enrollments and percentage of planned employment reflected above.

** Public Assistance Terminations/reductions shall be, at a minimum, 50% of total cash aid clients entering unsubsidized employment.

PROGRAM PLANNING SUMMARY
ADDITIONAL TERMS AND CONDITIONS

- I. For VESL/OJT, the planned number of total participants “Entering OJT” each month shall be, at a minimum:

Activity	Performance Standard
VESL/OJT	85%

- II. For all activities, the planned "Entered Employment Rate", at a minimum, as a percentage of total enrollments is:

Activity	Performance Standard
All activities except SOR	60% (at least 80% must be full-time placements)

- III. Negative terminations, as a percentage of total enrollments, is limited to the following:

Activity	Performance Standard
All activities except SOR	40%

- IV. For all activities, except SOR, the planned number of Public Assistance Terminations shall be, at a minimum, 50% of total job placements.

- V. Deviations from planned service projections are allowable up to a maximum +/-15% on any line-item of the program planning summary.

- VI. Upon placement of a participant into unsubsidized employment, the hourly placement wage must be at least equal to the entry level wage rate for that occupation. At no time can the placement wage be below the minimum wage.

- VII. Job retention rate will be computed at 90 days after initial confirmation of employment. Of those participants reported as employed, 70% shall remain on a job on the 90th day.

- VIII. For all programs, the planned Full-time Jobs with Health Benefits within 6 months of placement into unsubsidized employment:

Activity	Performance Standard
All activities except SOR	50%

- VIII. Standards are subject to change if a program modification is made either by the Federal Office of Refugee Resettlement (ORR), the State Refugee Programs Branch (RPB), or the Sacramento Employment and Training Agency (SETA).

ATTACHMENT B

GENERAL PROGRAM STANDARDS/REQUIREMENTS

GENERAL PROGRAM STANDARDS/REQUIREMENTS

DELEGATE ACKNOWLEDGES THE FOLLOWING AND SHALL ADHERE TO ALL APPLICABLE REQUIREMENTS SET FORTH:

- A) Any representations made in the DELEGATE's Response to the Refugee Support Services (RSS) Request for Proposals (RFP) for which this AGREEMENT has been made are, by this reference, incorporated into this AGREEMENT unless inconsistent with this Program Planning Summary.
- B) DELEGATE shall adhere to all program requirements and adhere to all applicable program policies outlined in the Refugee Program Guide Book for each respective program year.
- C) The official start date for participants for each new program year will be the first business day in the month of October. Program start-up for each new program year is subject to SETA's prior approval.
- D) All service providers must ensure participant accessibility between the hours of 8:00 AM and 5:00 PM, Monday through Friday for **at least eight (8) hours a day**.
- E) Forty (40) hours per week is the maximum participation hours allowable per participant. DELEGATE shall document all planned program activities and services per participant. Additionally, DELEGATE shall monitor all activities and ensure that forty (40) hours of participation are not exceeded.
- F) Only actual hours of supervised training may be included in the count of the average hours of training provided.

Work requirements for CalWORKs recipients are as follows:

- Adult recipients in single parent families with a child under 6 years old are required to participate in work activities a minimum of 20 hours per week.
- Adult recipients in single parent families with no children under 6 years old are required to participate in work activities a minimum of 30 hours per week.
- Adult recipients in two parent families are required to participate in work activities for a total of 35 hours per week.
- Adult recipients in two-parent families are required to participate in work activities for a total of 30 hours per week if one parent is ineligible or disabled.

G) ELIGIBILITY

Clients served under the RSS program must reside in Sacramento County

-AND-

Provide proof, in the form of documentation issued by the United States Citizenship and Immigration Services (USCIS) of Refugees/Asylees/Entrants/Special Immigrant Visa Holders (SIVs), and eligible Humanitarian Parolees (HPs) Status -

1) Refugees/Asylees/Entrants/Special Immigrant Visa Holders (SIVs), and eligible HPs

Must be an eligible refugee/asylee/entrant/SIV/HP as indicated on the I-94, or formerly held refugee status if currently a resident alien, as indicated on the I-151 or I-551

-OR-

2) Federally Certified Victim of Human Trafficking (VOT)

Individuals who have been recruited, harbored, transported, provided, or have been obtained by a person for labor or services through the use of force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery; or sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. An individual must hold an official certification letter from the Office of Refugee Resettlement (ORR).

-OR-

3) U.S. Citizens

(a) A child born in the United States where both parents are refugees, or if only one parent is present, that parent must be a refugee

(b) An Amerasian from Vietnam who entered the United States after October 1, 1988

-AND-

1. Must be 16 years of age or older;
2. Cannot be a full-time student in primary or secondary school unless refugee is a mandatory participant referred by the County Department of Human Assistance (DHA)
3. Must be on public assistance

4. Must be in the country less than sixty (60) months from the date of entry into the country

4) Priority of Service

Services are to be provided to individuals based on the following order of priority:

- a. Newly arriving refugees during their first year in the country
- b. Cash aid refugees, asylees, SIVs, eligible HPs and certified victims of human trafficking
- c. Employed refugees, asylees, SIVs, eligible HPs and certified victims of human trafficking in need of services to retain employment or to obtain economic self-sufficiency
- d. Employed non-cash refugees, asylees, SIVs, eligible HPs and certified victims of human trafficking in need of services to retain employment or to obtain economic self-sufficiency

H) PARTICIPANT REQUIREMENTS FOR CALWORKS and REFUGEE CASH ASSISTANCE (RCA)

Services provided to all non-exempt CalWORKs participants must align with Welfare-to-Work (WTW) plans and all other DHA requirements under the WTW program, including meeting work participation requirements.

Services provided to Refugee Cash Assistance (RCA) recipients must align with all DHA requirements under the RCA program, including work participation requirements.

I) REFERRALS AND SANCTIONING SYSTEM (CalWORKs, GA and RCA ONLY)

DELEGATE must accept all participants referred by DHA.

DELEGATE agrees to comply with the referral and sanction procedures for RCA, General Assistance (GA), and CalWORKs recipients as specified in the State Department of Social Services Manual of Policies and Procedures, Division 69 and the Sacramento County CalWORKs Plan. DELEGATE further agrees to follow processes for reporting non-participation/non-cooperation of public assistance participants.

J) OUTREACH/RECRUITMENT

Each DELEGATE shall be responsible for conducting outreach and recruitment to eligible individuals as a part of the program design. At a minimum, outreach and recruitment shall include:

- Development of and distribution of program flyers/brochures.
- Public service announcements and press releases to local print and electronic media.
- Individualized outreach to community centers and gathering places of target populations.
- Networking with community agencies, public agencies and private sector agencies serving the target populations.

K) CERTIFICATION/VERIFICATION/ENROLLMENT

All potential participants must be verified eligible for RSS services. Verification of eligibility will be made by SETA. DELEGATE is responsible for obtaining official verification documents for each participant prior to enrollment. Enrollment takes place after an applicant has been assessed and provided an explanation of his/her rights and participation responsibilities.

L) SELECTION OF PARTICIPANTS

DELEGATE must

1) Assessment

Prior to enrollment, applicants must be assessed for language proficiency, work skills, academic level by the DELEGATE. The BEST or other recognized testing instrument must be used for the pre- and post-test. Assessment for participants refers to the ongoing process of gathering information about a person's need for employment and training activities. This process can require the application of various strategies to collect information about work history, educational background, job skills, and vocational interest. Informational interviews, review of school and employment records, direct observation of work-related behavior, as well as testing, are all legitimate strategies employed to determine whether or not a participant can benefit or is benefitting from employment and training activities.

2) Selection Criteria

Enrollment in RSS funded programs is available to cash assistance and non-cash assistance refugees.

3) Upon approval to enroll by SETA, DELEGATE shall follow the entire enrollment

process required by SETA, including the collection and maintenance of eligibility documentation.

M) CASE MANAGEMENT

Case Management is required and includes the following:

1. Assessment – All participants must be assessed in the areas of English language proficiency, work experience, skill levels, interests, academic levels, occupational skills, aptitude, financial resources, and service needs. The assessment can be a recent assessment of a participant, with updates and re-assessments conducted, as appropriate.

Assessment is ongoing through a refugee's participation and is essential in identifying any additional barriers that an individual may need to overcome in order to successfully complete employment services and enter and retain employment.

Family member assessments –

DELEGATE shall assess and identify barriers for each family member in the household, including children. Information obtained for children in the household are to be collected through interviews **with the parents only**. This information must be documented.

2. Family Self Sufficiency Plan (FSSP) – The FSSP focuses on the participant's strengths and goals and is developed in partnership with the whole family and identifies needed services to reduce barriers to becoming economically self-sufficient. FSSPs are required and include, at a minimum:
 - a. Financial assessment for self-sufficiency target, including a family budget that includes itemized expenses and sources of income and earnings that contribute to a family's ability to achieve economic self-sufficiency
 - b. Individual Employment Plan (IEP) -
 - English Language Proficiency
 - Education
 - Identification of barriers to employment
 - Plans to address barriers
 - Employment history
 - Short, mid, and long-term employment goals
 - c. Assessments for each family member -
 - Self-reported English language literacy (ages 16 and over only)
 - Self-reported education levels (ages 16 and over only)
 - Needs assessments
 - Establishing of primary goals

- Referrals to services to address needs
3. Supportive Services – All participants must be assessed for supportive service needs, and the provision for supportive services established.
 4. Participation Documentation –DELEGATE shall record/document participation information in individual participant files, including participant progress toward goals.
 5. Job Development/Placement Assistance –DELEGATE shall adhere to the “Work First” philosophy and will be required to provide job development/placement assistance services as an integral part of the program. This assistance must include, at a minimum, job counseling, job bank information, job development, career orientation, and job information from local governmental agencies, private sector employers, and online job postings, newspaper ads, and job posting search engines.
 6. 90-Day Retention Services – Follow-up for ninety (90) days is required. Follow-up services may include supportive services, addressing work-related issues that arise, assistance in securing higher paying jobs, assistance with career pathway development, assistance with pursuing or continuing education or training, and the provision of work-related peer support groups. Types and intensity of services provided must be determined based on the needs of each participant.
 7. Six- and 12-Month Follow-up Assessments –DELEGATE shall maintain engagement and regular contact with participants for the duration of the entire enrollment period, including documentation of the contact. In addition, six-and 12-month follow-up assessments are required for all participants from their date of enrollment into RSS, and must be documented in participant’s FSSP. Follow-up assessments must include:
 - Assessment of the progress and outcomes towards meeting the short-and long-term goals set in the FSSP. Status results at the 12-month follow-up point will fall into one of the following categories:
 - Primary goal met
 - Primary goal not met, but progressing towards meeting goal
 - Primary goal not met, and referrals to other service provided
 - Unable to provide information for clients who are unreachable or unwilling to participate in follow-up assessment activities
 - Identification of any new barriers hindering participant progress towards goals
 - New referrals made, if applicable
 - If employed anytime during the 12-month period, the employment status,

and employment outcomes for other family members, including those 16 years of age and older that are eligible for employment

- A revised IEP, if deemed necessary
- Submission of 12-month follow-up assessment results to SETA on a monthly basis, if requested

For participants no longer enrolled in RSS at the six- and 12-month timeframes, follow-up assessments may be attempted, but are not required. If outreach is attempted and a participant is found to be unemployed, former participants may be re-enrolled in RSS and/or referred to other services and resources for assistance, as deemed necessary.

Family Members – Six and 12-month follow-up assessments are required for each family member to ensure that the family is actively working towards meeting their goals. Assessments must be documented and, if necessary, additional referrals to resources made.

N) SUPPORTIVE SERVICES

- 1) Sacramento County DHA is responsible for the provision of all supportive services for CalWORKs participants.
- 2) For RCA, GA, and non-cash aid participants (restrictions apply for GA participants), supportive services will be administered by DELEGATE. Expenditures will be made only for those items authorized by SETA. Payments will be made by DELEGATE directly to the participant. Clients not on cash aid are eligible for ancillary supportive services and referrals for personal counseling only.
- 3) DELEGATE shall ensure accountability for supportive services reimbursements by documenting eligibility, verification of client participation. DELEGATE shall be responsible for the proper documentation for such expenditures.
- 4) Supportive services may include:

Transportation – Reimbursements or payments for bus passes, Uber, Lyft, or mileage when such assistance is related to participation in available program activities and/or employment.

Child Care – Payments for care of the participants' children who are 13 years of age or younger if the participant needs such care to participate in the program (DHA to provide for CalWORKs recipients).

Ancillary Expenses – Cash allowances for job-related expenses, which are essential to job performance, such as books, tools, uniforms, union fees, drivers' licenses, training registration fees, etc.

Translation/Interpretation Services – Services that assist participants in understanding communications in their own languages, as well as translation and/or evaluation of foreign credentials and degrees.

Referral for Personal Counseling – Activities that provide information and refer participants to the available resources for personal therapy/counseling.

Additional Support Services – Housing, Utilities, and Technology Assistance

Additional support service allocations awarded to employment-related program providers must provide housing, utilities, and technology supports, including supplies that support virtual and digital access. Provision of additional support services must ensure:

- All other available emergency assistance is exhausted prior to the use of the additional support services funding
- Only one adult per household receives housing and utility assistance on behalf of the entire household
- The housing assistance amount per household is based on Sacramento County’s fair market value
- Assistance is provided for current participant needs and not used to “pre-pay” future housing and/or utility expenses
- Assistance provided is based on need
- Assistance does not exceed \$8,000 per household per program year

The additional support services must be documented in participant records, including the results of the financial needs assessments, dates provided, and types and amounts of supports. Reports are due to SETA on a monthly basis.

O) **JOB DEVELOPMENT/PLACEMENT ASSISTANCE**

DELEGATE shall adhere to the “Work First” philosophy and is required to provide job development/placement assistance as an integral part of program services offered prior to termination from this program. This assistance shall include, at a minimum, job counseling, job bank information, job development, career orientation and job information from local governmental agencies, private sector employers, and online job postings, newspaper ads and job posting search engines. Job development must focus on the identification, solicitation and development of unsubsidized employment opportunities in the public and private sector.

P) **90-DAY JOB RETENTION SERVICES**

DELEGATE shall provide job retention services for 90-days from date of employment for all participants entering unsubsidized employment is required and is critical to ensuring the continued success of a participant in unsubsidized

employment. Services may include supportive services, conflict resolution, assistance in securing a higher paying job, if part-time, assistance in securing a full-time job, advancing career pathway development, which could include assistance with pursuing or continuing education or training, and the provision of work-related peer support groups. The types and intensity of services provided is determined based on the needs of the individual and may differ for each participant.

Q) COLLABORATION WITH OTHER PROGRAMS

DELEGATE shall coordinate services with a Sacramento Works America's Job Centers of California (SWAJCCs) staff and the respective partner staff housed within or outside of the SWAJCC to provide comprehensive case management service strategies to participants. DELEGATE is required to coordinate with other refugee program service providers in the community such as the providers of social adjustment and cultural orientation services, DHA case workers, and other organizations serving the refugee community.

Finally, DELEGATE shall take opportunities to co-enroll refugee participants in WIOA Title I and II programs, as well as other federal, state, and local programs to ensure the alignment/integration of programs and the provision of wrap-around services.

R) PROGRAM REPORTING/MONITORING/EVALUATION

- 1) DELEGATE shall submit participant data to SETA on a monthly basis no later than seven (7) days after the end of each month during the term of this AGREEMENT.
- 2) DELEGATE shall submit fiscal reports to SETA no later than ten (10) calendar days after the end of each month during the term of this AGREEMENT.
- 3) DELEGATE will be evaluated/monitored by SETA on a monthly basis to ensure compliance with program, fiscal, and management information system (MIS) requirements.
- 4) SETA will conduct a fiscal and program annual monitoring, in addition to three site visits each trimester of the program year to conduct participant record reviews.
- 5) Other reports may be required of DELEGATE as mandated by the California DSS, Refugee Programs Branch, DHA, or SETA.
- 6) Internal evaluation and monitoring conducted at the DELEGATE level are important elements for effective program management. Listed on the next page are key activities which DELEGATE shall be reviewed on a regular basis, including the frequency of review, and the staff person(s) responsible.

Activities Monitored/ Staff Responsible	Frequency	Procedures for Determining and Implementing Corrective Action/Responsible Staff
1) Outreach/ Recruitment: ELL Workforce Navigator	On-going	Review program applications for adequacy of pool. If inadequate, increase outreach to unserved populations/ ELL Navigator / Manager
2) Assessment: ELL Workforce Navigator	On-going	Review assessment documents, employability development plan (if applicable), and registration form. If not complete, set deadline for forms completion/ ELL Navigator
3) Selection/ Enrollment: ELL Workforce Navigator	On-going	Review SETA and in-house PPS for plan -vs- actual. If statistics deviate by +/- 15%, increase outreach to underserved populations/ ELL Navigator / Manager
4) Compliance with SETA OJT Policies and Procedures, if applicable: N/A	N/A	Review policies, procedures and requirements regularly at staff meetings. If necessary, address areas of concern and develop steps to correct specific problems/ N/A
5) OJT Work Site Development and Review, if applicable: N/A	N/A	Review development of work sites and appropriate job matching. Assigned staff will be responsible for monitoring work sites for safety, meaningful work tasks, appropriate job/site matching, and completeness of client files. If necessary, additional staff training will be provided in specific areas of concern/ N/A
6) Participant Progress and/or Services: ELL Workforce Navigator	On-going	The participant plan, counseling notes and/or evaluations will be reviewed for evidence of poor participant performance and/or appropriate administration of services, including bi-weekly Job Search activities. If identified, the participant will receive additional individual assistance or services, tutoring or counseling/ ELL Navigator
7) Participant participation and completion of Job Readiness Training (JRT): ELL Workforce Navigator	On-going	The participant case record will be reviewed for a participant's participation and completion of a minimum of 40 hours of JRT. If failure to participate or complete is identified, the participant will receive additional assistance to ensure participation and completion/ ELL Navigator

<p>8) Program Performance Statistics: ELL Navigator / Manager</p>	<p>Monthly</p>	<p>The PPS and MIS reports will be reviewed against planned performance. For ELL Workforce Navigator, review of monthly report reflecting co-enrollment. Individual training plans or services will be modified and individualized job development assistance or additional services will be provided, as needed/ ELL Navigator / Manager</p>
<p>9) General Program Performance: Manager</p>	<p>Monthly</p>	<p>A portion of each staff meeting will be used to review any program issues/problems identified by staff, participants or SETA. Corrective action will be developed to individually address specific problems/ Manager</p>

ATTACHMENT C
FUNDED COMPONENTS

ENGLISH LANGUAGE LEARNER (ELL) WORKFORCE NAVIGATOR

**DELEGATE SHALL ADHERE TO THE FOLLOWING PROGRAM STANDARDS/
REQUIREMENTS:**

- A) DELEGATE will establish ELL Workforce Navigators to serve as job coaches, mentors, and champions to assist refugees navigate Sacramento's workforce development and education systems and assist them with obtaining employment, and to serve as a liaison in connecting participants to supportive services.
- B) ELL Workforce Navigators will be co-located full-time at a Sacramento Works America's Job Centers of California (SWAJCC) or Adult Education campus, or a combination of the two.
- C) ELL Workforce Navigators will assist refugees in navigating workforce system services through enhanced coordination/integration with the WIOA Title I, SWAJCCs, California Adult Education Program (CAEP), and WIOA Title II programs, and other workforce development programs and services.
- D) DELEGATE will facilitate a needs assessment to determine the appropriate level of support needed and which partner is best positioned for the provision of each need identified, to ensure wrap around services. At a minimum, DELEGATE will ensure access and connect refugees to the following services, as deemed appropriate:
- VESL instruction
 - Adult Basic Education (ABE)
 - High school completion/equivalency
 - Career exploration and labor market research
 - Career pathways exploration and development
 - Vocational Training
 - Support services, Job placement and retention services
- E) DELEGATE will conduct targeted outreach to and increase accessibility to workforce services for refugee populations utilizing a "no wrong door" approach.
- F) DELEGATE will provide all refugees participating in ELL services with 40 hours of Job Readiness instruction, such as review of American work ethics, employment seeking techniques and strategies, identifying employers, review of employer expectations, employer/employee rights, resume preparation, job interviewing, upward mobility, vocational terminology, use of tools and equipment, and safety procedures. Hours are to be documented in all participant records.
- G) DELEGATE will assist participants in submitting 10 job applications with three employers every two weeks until job placement is obtained. The documentation of

job search efforts must be tracked and kept in each participant's case file.

- H) DELEGATE will coordinate services with DHA when serving CalWORKs recipients to ensure that services provided to CalWORKs recipients are consistent with Welfare-to-Work Plans and/or other service agreements between DHA and respective CalWORKs recipients.
- I) DELEGATE will increase alignment/integration and co-enrollment in WIOA Title II Adult Education. In addition to co-enrollment of participants in RSS and WIOA Title I and II, Navigators will take opportunities to co-enroll refugees in other federal, state, and local funded programs as applicable. DELEGATE will track program participants to ensure co-enrollment and work with project staff to inform customers of all services available to them.
- J) DELEGATE will coordinate Integrated Resource Teams (IRTs) and supportive wrap-around services for refugees by assembling case team members that work together to identify and overcome participant hurdles. IRTs are intended to create networks of partners that web services and resources together to assist refugees in achieving success.
- K) DELEGATE will build on existing partnerships to assist in locating refugees, in learning cultures and challenges of refugee populations, in leveraging resources, and in harnessing best practices on how to better engage and better serve adult refugees. Additionally, DELEGATE will work with existing partners to identify areas where alignment organically exists such as in participant eligibility and intake processes, the administering of assessments, and the development of participant plans.
- L) DELEGATE will seek out Integrated Education and Training (IET) opportunities for refugees, which is different from traditional, sequential participation in adult literacy and vocational training – Navigators will identify and utilize education and training opportunities for participants where Adult Basic Education (ABE) and/or Adult Secondary Education is embedded with vocational skills training to accelerate the success of refugees.
- M) DELEGATE shall provide follow-up for 90-days after placement into unsubsidized employment and is a key component of the case management process. Follow-up is critical for ensuring participant's continuation and success in unsubsidized employment.
- N) DELEGATE will attend meetings as required to obtain and share information and updates on referral processes, CalJOBS and other documentation, reporting requirements, the coordination of services, identification of skills gaps, as well as addressing challenges experienced in the field.

EXHIBIT 3

BUDGET AND COST ALLOCATION PLAN

RSS

ELL

**REFUGEE SUPPORT SERVICES (RSS)
BUDGET AND COST ALLOCATION PLAN**

Agreement #: 074430RS-23
Original
Activity: ELL Workforce Navigator

Delegate Name: Sacramento City Unified School District	
Street Address: 5735 47 th Avenue	City: Sacramento, CA Zip: 95824
Program Contact: Susan L. Gilmore	Phone: 916-395-5780
Fiscal Contact Person: Janea Markings	Phone: 916-643-9055
E-Mail Address: janea-markings@scusd.edu	
BUDGET PERIOD: 10/1/2023 through 9/30/2024	

BUDGET SUMMARY - COST REIMBURSEMENT	
TYPE OF COST	SETA SHARE TOTAL
A. Personnel	\$238,150
B1. Fixed Asset Purchases	
B2. Other Equipment Costs	
C. Other Costs	\$14,695
D1. Other Participant Costs	
D2. Support Services*	\$51,155
Total Cost:	\$304,000

**All VESL/ES, ES Stand-Alone, VESL/OJT and ELL Workforce Navigator budgets must include a minimum allocation of 5% for supportive services.*

COST ALLOCATION PLAN

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

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

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

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

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

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

C. Other Costs Direct Cost	Full Cost Information			Costs For This Program
Facility: SCUSD Address: 5451 Lemon Hill Ave., Sacramento, CA 95824 Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease Owned: <input type="checkbox"/> Depreciation	Monthly Cost	# of Months	% SETA (ex: .25 = 25%)	Total
Utilities				
Telephone				
Office Supplies	\$380	12	100%	\$4,560
Duplication/Printing				
Other:				
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage	\$60	12	100%	\$720
Other:				
Other:				
Subcontracts: Contractual				
Other:				
Total Direct Costs				\$5,280
Indirect Costs - Approved Rate: 288,800 X Costs: 3.26%				\$9,415
Total Costs				\$14,695

*Attach copy of approval letter from cognizant agency

<u>D. DIRECT PARTICIPANT COSTS</u>	COSTS FOR THIS PROGRAM
Type/Cost Information	
1. Other Participant Costs	
Training Materials	\$3,000
Total Other Participant Costs	\$3,000
2. Support Services	
Transportation:	
Other: technology, rental; utilities	\$48,155
Total Support Services	\$48,155
Total Direct Participant Costs (1+2)	\$51,155

EXHIBIT 3

BUDGET AND COST ALLOCATION PLAN

RSS ADDITIONAL SUPPORTIVE SERVICES FUNDS

RSS ADDITIONAL SUPPORT SERVICES BUDGET AND COST ALLOCATION PLAN

Agreement #: 074430RS-23

Original

Activity: RSS Employment Programs
(Supportive Services)

Delegate Name: Sacramento City Unified School District

Street Address: 5735 47th Avenue

City: Sacramento, CA

Zip: 95824

Program Contact: Susan L. Gilmore

Phone: 916-395-5780

Fiscal Contact Person: Janea Markings

Phone: 916-643-9055

E-Mail Address: janea-marking@scusd.edu

BUDGET PERIOD: 10/1/2023 through 9/30/2024

BUDGET SUMMARY - COST REIMBURSEMENT

TYPE OF COST	SETA SHARE TOTAL
A. Personnel	
B1. Fixed Asset Purchases	
B2. Other Equipment Costs	
C. Other Costs	
D1. Other Participant Cost	
D2. Support Services	\$16,112
Total Cost:	\$16,112

COST ALLOCATION PLAN

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

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

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

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

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

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

C. Other Costs Direct Cost	Full Cost Information			Costs For This Program
Facility: Address: Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease Owned: <input type="checkbox"/> Depreciation	Monthly Cost	# of Months	% SETA (ex: .25 = 25%)	Total
Utilities				
Telephone				
Office Supplies				
Duplication/Printing				
Other:				
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage				
Other:				
Other:				
Subcontracts: Contractual				
Other:				
Total Direct Costs				
Indirect Costs - Approved Rate:		X Costs:		
Total Costs				

*Attach copy of approval letter from cognizant agency

<u>D. DIRECT PARTICIPANT COSTS</u>	COSTS FOR THIS PROGRAM
Type/Cost Information	
1. Other Participant Costs	
Training Materials	
Total Other Participant Costs	
2. Support Services	
Transportation:	
Other: Housing, Technology and Utilities	\$16,112
Total Support Services	\$16,112
Total Direct Participant Costs (1+2)	\$16,112

EXHIBIT 4
SPECIAL CONDITIONS

SPECIAL CONDITIONS

The AGREEMENT for Delegation of Activities under the Refugee Support Services Grant of the Refugee Support Service (RSS) program between the Sacramento Employment and Training Agency and Sacramento City Unified School District is subject to the special condition(s) and timeframe(s) outlined below:

<u>Condition(s)</u>	<u>Timeframe(s)</u>
1. DELEGATE must ensure open entry and prompt placement into VESL classes for all clients that are assessed to be in need of English language training.	Entire Term of AGREEMENT.
2. Case management and job development staff budgeted for less than twelve (12) months, or budgeted for part-time employment, must ensure program services are available Monday through Friday, eight (8) hours a day, from October 1, 2023 through September 30, 2024.	Entire Term of AGREEMENT.
3. DELEGATE shall ensure services are provided in the following order of priority: <ul style="list-style-type: none"> • Newly arriving refugees during their first year in the country; • Cash aid refugees, asylees, SIVs, eligible HPs and federally certified victims of human trafficking; • Employed refugees, asylees, SIVs, eligible HPs and federally certified victims of human trafficking in need of services to retain employment or to obtain economic self-sufficiency; • Employed non-cash refugees, asylees, SIVs, eligible HPs and federally certified victims of human trafficking in need of services to retain employment or obtain economic self-sufficiency. 	Entire Term of AGREEMENT.
4. 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.	Entire Term of AGREEMENT.

EXHIBIT 5

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 6
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 RSS-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 months of the subgrant/agreement term.

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

EXHIBIT 7
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.

EXHIBIT 8

NONDISCRIMINATION ADDENDUM

NONDISCRIMINATION ADDENDUM

1. During the performance of the AGREEMENT, DELEGATE and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment 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, medical condition, marital status, and denial of family care leave. DELEGATE and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
2. DELEGATE and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into the AGREEMENT by reference and made a part thereof as if set forth in full.
3. DELEGATE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. DELEGATE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the AGREEMENT.

EXHIBIT 9
CONFIDENTIALITY POLICY

**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, 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.

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 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 10

**MANDATORY WORK REGISTRATION AND
SANCTIONING SYSTEM POLICY**

MANDATORY WORK REGISTRATION AND SANCTIONING SYSTEM

REFUGEE CASH ASSISTANCE (“RCA”)

The Refugee Assistance Amendments of 1982 delineate eligibility requirements for RCA. As a condition of receiving RCA, all mandatory refugees must:

- Register with and participate in RSS-funded or RPB-approved employment or language training; and,
- Accept any appropriate offer of employment.

Failure or refusal to accept an appropriate job offer or to participate in an available and appropriate services program will result in the refugee being reported to the County Department of Human Assistance (the “DHA”) for a cause determination. If “good cause” is not found, the DHA will develop a written conciliation plan which specifies the actions the recipient must take to demonstrate cooperation with registration, employment and employment-directed education/training requirements. Clients reported for noncompliance/nonparticipation retain their mandatory status throughout the conciliation, hearing and appeals processes and must continue to cooperate and participate.

Failure to successfully complete the conciliation process will result in the termination of the refugee’s grant for three (3) payment months for the first occurrence and six (6) payment months for subsequent occurrences. During the sanction period (removal from cash assistance) these clients remain eligible for services, but as voluntary participants not subject to the referral and sanctioning process.

RCA REGISTRATION AND SANCTIONING REQUIREMENTS AND PROCESS

1. County Department of Human Assistance (DHA) Responsibilities

- Accepts applications for cash assistance.
- Determines eligibility for RCA/GA cash assistance.
- Determines if a refugee is exempt or nonexempt from mandatory work registration and training requirements.
- Explains program, client’s rights and responsibilities, and the referral and sanctioning process.
- Verifies refugee and cash assistance status.
- Provides notification regarding the outcome of the fair hearing.
- Refers nonexempt refugees for participation in RSS-funded services.

- Determines good cause for nonparticipation/noncooperation or job refusal.
- Develops a written conciliation plan specifying the actions the recipient must take to demonstrate cooperation with registration, employment and employment-directed education/training requirements.
- Sanctions (denies or discontinues assistance) the refugee who, except for good cause, fails to register and/or participate in training or refuses an appropriate job offer.
- Provides notification regarding case status changes (e.g., RCA to TANF) and changes to address, telephone number, etc.
- Provides notification regarding the client's conciliation plan via the RS-3A.

2. RCA Services System Responsibilities

- Verification/documentation of refugee and cash assistance status.
- Determination of eligibility for RSS-funded services (including supportive services).
- County-standardized assessment of the refugee client's employment, training, English language and supportive services needs.
- In compliance with 45 CFR § 400.79 of the federal Refugee Regulations, Development of an Employability Plan, which identifies the services needed to remove barriers that restrict the refugee client's ability to become self-sufficient through ongoing unsubsidized employment. The Employability Plan must be designed to lead a refugee who is not exempt under 45 CFR § 400.76 to the earliest possible employment and must not be structured in such a way to discourage or delay employment or job-seeking. It must also contain a definite employment goal, attainable in the shortest time period consistent with the employability of the refugee in relation to job openings in the region. At a minimum, the plan shall include the following:
 - a) a goal to be attained upon completion of the employment-related and English language training services;
 - b) a description of the employment/training and support services needed, with specified objectives and estimated timeframes, for the completion of each service activity; and,
 - c) a description of the participant's rights, duties, and responsibilities, including the consequences of refusing to participate in employment-related and/or English language training services.
- A system tracking and reporting the client's progress (including non-participation/cooperation) in services and employment to the DHA.

- Verifies that client meets the provider's qualifications.
- Enrolls client in services.
- Refers client back to the referring agency if referral is inappropriate.
- Explains participation and mandatory work registration requirements in a language the client understands and documents that such explanation occurred.
- Reports mandatory client's non-participation/cooperation and forwards all pertinent documentation to the DHA.
- Notifies DHA of client's job placement and any changes in employment status.
- Tracks job retention for ninety (90) days.

EXHIBIT 11

**GENERAL ASSISTANCE EMPLOYMENT AND TRAINING
REQUIREMENTS**

**GENERAL ASSISTANCE EMPLOYMENT AND TRAINING REQUIREMENTS
FOR EMPLOYABLE/LIMITED EMPLOYABLE REFUGEES**

I. GENERAL:

Any employable/limited employable applicant/recipient who is a refugee shall be required to participate in the Sacramento Employment and Training Agency (“SETA”) Refugee Program to fulfill the General Assistance Employment and Training (“E&T”) requirement.

A. The SETA Refugee Program provides:

1. Vocational English-as-a-Second Language (VESL) - basic knowledge of the English language which is necessary to obtain an entry level job.
2. Employment Services (ES) - pre-employment skills training and direct employment assistance.
3. On-the-Job Training (OJT) - paid training in productive work which provides knowledge and skills essential to the full and adequate performance of a particular job.
4. English Language Learner (ELL) Workforce Navigator – enhanced coordination/integration with the WIOA Title I, SWAJCCs, Adult Education and Block Grant (AEBG) and WIOA Title II programs, and other workforce development programs and services

B. Currently, these employment/training programs are being provided by various refugee service agencies in the community. The SETA coordinates the service providers and provides a referral liaison to designate which service provider will handle the applicant/recipient employment and training services.

II. PURPOSE:

This procedure provides staff with instructions on how to implement the General Assistance E&T requirements for refugees.

III. GENERAL ASSISTANCE STAFF RESPONSIBILITIES:

A. Referral

1. Telephone the SETA referral liaison at 263-5400 to obtain a referral for the applicant/recipient to a service provider.
2. If a referral slot is not available, chronologically enter in the case file “No Referral Available for SETA Refugee Program” (See IV. C below).
3. If referral is available, explain to the recipient the requirement to cooperate with the

SETA Refugee Program and advise him/her of the consequences for failing to meet these requirements.

4. Complete a RS3, Employment - Training Referral/Notification Form. Give the original RS3 and the first two copies to the recipient and retain the third copy (goldenrod) in the case file.
5. Instruct the recipient to take the RS3 and report to the service provider on the scheduled date and time.

B. Non-Compliance

Failure to report to the service provider, cumulative absences of ten percent (10%) or more of the total scheduled class/time/employment activity, refusal of an offer of employment, or quitting a job constitute "non-compliance." The service provider will notify the eligibility worker (hereinafter referred to as "EW") of the failure to cooperate via the RS3A, Client Tracking Form.

1. Upon receipt of the RS3A, the EW will determine if the client has cooperated with the requirements. If not, the EW will impose a sanction for failure to cooperate with employment training.
2. To determine good cause for failure to cooperate with the SETA Refugee Program upon the recipient's request, the EW will refer to GAP 700-030A.
3. The EW will complete the RS18, Refugee Services - Information Transmittal when a sanction is imposed and/or good cause is granted. The EW will send the original to the service provider and keep the yellow copy in case file.
4. If the recipient requests reactivation of benefits after a sanction and the recipient is deemed appropriate for the SETA Refugee Program, the following will apply:
 - a. The EW will follow the steps in III.A above to refer the recipient to the SETA Refugee Program.
 - b. The EW will advise the recipient that aid will not be reactivated until verification is received from the service provider that the appointment with the service provider was kept.

C. Interagency Communication - Changes/Discontinuance

1. The service provider will notify the EW via the RS3A within seven (7) days of the following changes:
 - a. Recipient reports an illness lasting one week or more, even when the illness has been verified by a doctor.

- b. Recipient is entered into On-the-Job Training (OJT).
 - c. Recipient accepts employment.
 - d. Any other change relevant to the recipient's cooperative participation in the SETA Refugee Program.
2. Upon receipt of the RS3A, the EW shall take the actions outlined below:
- a. Illness
 - (1) Determine if the recipient is still employable/limited employable.
 - (2) If not, require the recipient to obtain a SC 165.
 - (3) Notify the service provider of client's status via the RS18 by completing Section I, Client Status Changes.
 - b. Client is participating in OJT, has obtained employment, or change of employment.
 - (1) Take appropriate action to reduce/discontinue GA.
 - (2) Send an RS18 to the service provider indicating the recipient is no longer a mandatory referral and is exempt because the case was discontinued due to OJT/employment.
3. The EW will notify service provider via RS18 - anytime for the following:
- a. The GA case is discontinued
 - b. The GA case is sanctioned.
 - c. The GA recipient has changes to his/her personal data (i.e., address change).
4. Complete Section II of placement form - Grant Reduction Verification and return it to SETA within five (5) days of receipt.

IV. REFERRAL LIAISON RESPONSIBILITIES:

- A. Coordinates the availability of open slots for applicant/recipients and maintains a daily control of current open slots.
- B. Selects an appropriate service provider based upon the applicant/recipient's zip code and advises the EW of the service provider.
- C. When a slot is not available:

1. Places the client on a waiting list.
 2. Notifies the client directly with an RS3 when a slot becomes available.
 3. Sends the goldenrod copy of RS3 to the EW.
- D. Tracks referrals by maintaining a list of telephone contacts from EWs.
- E. Provides case-carrying EW codes to service providers.

V. SERVICE PROVIDER'S RESPONSIBILITIES:

- A. Notifies the referral liaison when slots become available.
- B. Receive referrals (RS3) from GA recipients.
- C. Prior to the client's enrollment, explains work registration and complaint/grievance procedures to the client in a language the client understands.
- D. Assesses, pre-tests, certifies and enrolls the client in the service program.
- E. Notifies the case-carrying EW of the client enrollment via a copy of the RS3A within seven (7) days of the client's enrollment date.
- F. Notifies the case-carrying EW of job placement, training completion, and/or any changes in employment within seven (7) days of the date of action via the RS3A.
- G. Reports the recipient's non-participation/non-cooperation to the case-carrying EW within seven (7) days of non-participation/non-cooperation via the RS3A with all pertinent information/documents attached.

EXHIBIT 12
STANDARD CONDITIONS

**STANDARD CONDITIONS
TO
AGREEMENT FOR DELEGATION OF ACTIVITIES
UNDER THE
REFUGEE SUPPORT SERVICES
OF THE
REFUGEE RESETTLEMENT PROGRAM**

1. Purpose of Standard Conditions

The Sacramento Employment and Training Agency (hereinafter "SETA") has been authorized to administer Refugee Support Services (hereinafter "RSS") funds, formerly Refugee Social Services by the DSS pursuant to the Refugee Act of 1980 (Public Law 96-212 [8 U.S.C. 1522]), as amended, the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605), a federal grant to the State of California, and Social Services Terms and Conditions, and is charged with the basic statutory and regulatory responsibilities of a program administrator of Refugee Support Services funds. The DELEGATE is a Delegate of SETA under the Immigration and Nationality Act (the "INA"), as amended by the Refugee Act of 1980 and the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605), and pursuant to the above-referenced Rule and desires to operate activities under said Acts, Rule and grant strictly in accordance with said Acts, Rule and grant, and all applicable federal, state and local laws and administrative regulations, applicable policies of SETA, and these STANDARD CONDITIONS TO AGREEMENT FOR DELEGATION OF ACTIVITIES UNDER THE REFUGEE SUPPORT SERVICES GRANT OF THE REFUGEE RESETTLEMENT PROGRAM (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 Activities under the Refugee Support Services Grants of the Refugee Resettlement Program" (hereinafter the "DELEGATE AGREEMENT") between SETA and DELEGATE.

DELEGATE shall provide the services and activities in accordance with the *Response to Request for Proposals* prepared by DELEGATE and separately submitted to SETA and hereby incorporated by reference into the DELEGATE AGREEMENT, as well as with the: *Resolution Authorizing Execution of Delegate Agency Agreement with the Sacramento Employment and Training Agency* attached to the DELEGATE AGREEMENT as Exhibit 1 and incorporated therein by reference; the *Program Planning Summary* attached to the DELEGATE AGREEMENT as Exhibit 2 and incorporated by reference therein; the *Program Budget and Cost Allocation Plan* attached to the DELEGATE AGREEMENT as Exhibit 3 and incorporated by reference therein; the *Special Conditions* attached to the DELEGATE AGREEMENT as Exhibit 4 and incorporated by reference therein; the *Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures* attached to the DELEGATE AGREEMENT as Exhibit 5 and incorporated by reference therein; the *Policy on Advances* attached to the DELEGATE AGREEMENT as Exhibit 6 and incorporated by reference therein; the *Insurance Requirements* attached to the DELEGATE AGREEMENT as Exhibit 7 and incorporated by reference therein; the *Nondiscrimination Addendum* attached to the DELEGATE AGREEMENT as Exhibit 8 and incorporated by reference therein; the *Policy on Confidentiality of Participant Records* attached to the DELEGATE AGREEMENT as Exhibit 9 and incorporated by reference therein; the *Mandatory Work Registration and Sanctioning System* attached to the DELEGATE AGREEMENT as Exhibit 10 and incorporated by reference therein; the *General Assistance Employment & Training Requirements for Employable/Limited Employable Refugees* attached to the DELEGATE AGREEMENT as Exhibit 11 and incorporated by reference therein; the *Standard Conditions to Agreement for Delegation of Activities Under the Refugee Support Services Grants of the Refugee Resettlement Program attached to the DELEGATE AGREEMENT as Exhibit 12 and incorporated by reference therein; the Refugee Coordinator Letter 96-26 dated October 8, 1996 (the "RCL 96-26") and the*

Refugee Coordinator Letter 96-26 dated October 8, 1996 (the "RCL 96-26") and the Refugee Coordinator Letter 98-26 dated September 22, 1998 (the "RCL 98-26") furnished to DELEGATE and incorporated herein by reference; and all applicable federal, state and local laws, administrative regulations, policies and procedures, and applicable SETA policies and procedures.

2. **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 SETA. Evidence of nonprofit status, in accordance with SETA's prequalification requirements, shall be on file with SETA 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.

3. **Term**

The term of the DELEGATE AGREEMENT shall be as set forth on the front page of the DELEGATE AGREEMENT. DELEGATE AGREEMENT funds shall not, without advance written approval by SETA, be obligated before the beginning of the term or after the ending of the term.

4. **Extension of Term**

SETA may, at any time prior to termination of the DELEGATE AGREEMENT, in its sole discretion, extend the term of the DELEGATE AGREEMENT for additional one (1) year periods, up to a total of two (2) additional years, consistent with funding limitations, on the same terms and conditions, except that the amount of funding may be less than or greater than the amount identified in the Grant. Should the amount of funding be different, then the program and budget modifications shall be made in proportion to the change. In addition, SETA may, in its sole discretion, provide for a unilateral modification which may provide for changes in DELEGATE's performance in order to comply with applicable federal, state and/or SETA regulations, directives and policies.

5. **Payment/Reporting/Fiscal Management**

SETA shall reimburse DELEGATE for allowable and authorized costs incurred in the

performance of the DELEGATE AGREEMENT in accordance with the following:

(a) Total Reimbursement

Total reimbursement under the DELEGATE AGREEMENT shall not exceed the Award Amount set forth on the front page of the DELEGATE AGREEMENT.

(b) Reports

Reimbursement of costs incurred in the performance of the DELEGATE AGREEMENT shall be based on the timely filing of required reports by DELEGATE. DELEGATE shall be responsible for filing monthly reports with SETA no later than ten (10) calendar days after the end of each month during the term of the DELEGATE AGREEMENT. SETA 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 on forms provided by SETA or in the form required by SETA, and shall contain all data and information deemed necessary by SETA including, but not limited to, information or data concerning both quality and quantity of program performance setting forth the extent to which the program performance goals and standards have been met. Continued or repeated failure to submit timely and/or complete reports may result in termination of the DELEGATE AGREEMENT.

(c) Final Report

All obligations incurred in the performance of the DELEGATE AGREEMENT must be reported to SETA within thirty (30) calendar days following the termination of the DELEGATE AGREEMENT to be binding upon SETA for reimbursement. Failure to timely report such obligations or debts shall be the liability solely of DELEGATE.

(d) Authorized, Reimbursable, and Allowable Costs

Authorized, reimbursable, and allowable costs shall be determined by SETA in accordance with the Program Budget and Cost Allocation Plan attached to the DELEGATE AGREEMENT as Exhibit 3 and incorporated therein by reference. Supplies, materials, equipment or services purchased with DELEGATE AGREEMENT funds shall be used solely for the purposes allowed under the DELEGATE AGREEMENT. In order to be eligible for reimbursement under the

DELEGATE AGREEMENT, performance and all expenditures must be consistent with said Program Budget and Cost Allocation Plan, the DELEGATE AGREEMENT and all applicable laws and regulations, including SETA policies and procedures. Expenditures of DELEGATE must be commensurate with the service provided and shall not exceed allowable budget amounts without a formally-approved budget modification. SETA reserves the right, in its sole discretion, to adjust DELEGATE's claims if such claims are not commensurate with the services rendered. If DELEGATE's claims exceed the level of cost per client served, they may be subject to a reduction. DELEGATE shall not use funding provided pursuant to the DELEGATE AGREEMENT to offset funding otherwise available from the State of California or SETA in DELEGATE's operations of Refugee Resettlement social service programs, nor shall such funds be used to duplicate facilities or services available in Sacramento County (with or without reimbursement) from federal, state or local sources without the express written approval of SETA.

(e) Procurement

DELEGATE, in its procurement activities under the DELEGATE AGREEMENT, shall comply with DSS procurement regulations (Manual of Policies and Procedures ("MPP") Chapters 23-600 through 23-650), federal procurement regulations of the Department of Health and Human Services (HHS) contained in 45 CFR Part 75.327 through 75.335, State of California Targeted Assistance Guidelines, California Welfare and Institutions Code Section 13277(b), as well as other applicable federal, DSS and SETA guidelines, procedures and policies. By signing the DELEGATE AGREEMENT, DELEGATE agrees to assume all responsibility for such procurement activities and agrees to indemnify and hold SETA harmless from any audit exceptions relative to a violation by DELEGATE of any procurement requirement.

- (1) Contracts for Professional Services - Pursuant to the provisions of the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (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.

- (2) Fixed Assets - Expenditures for fixed assets shall be approved by SETA 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 SETA prior to purchasing the fixed assets. If fixed assets are to be used for more than the Targeted Assistance program, the cost shall be allocated accordingly. For the purpose of the DELEGATE AGREEMENT, fixed assets shall be defined in accordance with SETA's Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures, attached as Exhibit 5 to the DELEGATE AGREEMENT and incorporated therein by reference.

(f) Separate Accounting/Advances

DELEGATE shall keep separate accountings for all Refugee Employment Support Services funds provided under the DELEGATE AGREEMENT, and such funds shall not be commingled nor shall any part of any funds advanced be commingled with other funds of DELEGATE. Advance payments shall be made in accordance with SETA's Policy on Advances attached to the DELEGATE AGREEMENT as Exhibit 6 and incorporated therein by reference. All Refugee Employment Social Services 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. SETA 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.

(g) Minority Businesses

DELEGATE 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.

(h) Claim Funds

Approved claims shall be paid only from funds granted to SETA by the DSS pursuant to Refugee Coordinator Letter 98-26, and DELEGATE, by signing the DELEGATE AGREEMENT, waives any claim it may have against any other funds of SETA. The DELEGATE AGREEMENT is valid and enforceable only if sufficient funds are made available to SETA by the DSS 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 SETA's Sacramento County Refugee Services Plan with the DSS will not be accepted by SETA for reimbursement and SETA shall have no obligation to DELEGATE regarding these claims or any costs or debts incurred by DELEGATE prior to such commencement date.

(i) Close-Out

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

(j) Travel and Per Diem Costs

DELEGATE shall not be reimbursed for any travel or per diem costs at rates that exceed those paid to SETA employees or to non-represented State of California employees (see Title 2 California Code of Regulations Section 599.619), whichever is lower. Out-of-state travel expenses are not reimbursable without prior authorization. Prior written authorization may be obtained by entering estimated out-of-state travel in the Program Budget and Cost Allocation Plan. Out-of-state travel expenses which are not specifically approved are not allowable.

6. Accounting, Records, Reports, 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, recordkeeping and accounting procedures as required by state and federal regulations and as may be deemed necessary by SETA to ensure the proper disbursement of, and accounting for, funds paid to DELEGATE pursuant to the DELEGATE AGREEMENT. DELEGATE shall be subject to 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 the DELEGATE AGREEMENT, applicable federal and state regulations and circulars, and SETA 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 agrees to maintain a financial management system that provides for the following:

(i) Accurate, current and complete disclosure of the financial status of the DELEGATE AGREEMENT;

(ii) Records that identify adequately the source and application of funds for state and federally-supported activities. These records shall contain information pertaining to state and federally-funded awards, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures;

(iii) Effective control over and accountability for all funds, property and other assets;

- (iv) Procedures prohibiting volunteers from handling funds or fiscally significant documents received from or submitted to SETA;
 - (v) A comparison of actual expenditures with budgeted amounts and the relationship of specific performance and costs incurred;
 - (vi) Procedures for determining reasonableness, allowability and allocability of costs;
 - (vii) Accounting records that are supported by source documentation; and,
 - (viii) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- (4) SETA reserves the right to review services, service levels and billing procedures as these impact charges against the DELEGATE AGREEMENT.
- (5) Upon request from SETA, DELEGATE shall submit a certificate prepared by an independent accountant stating that DELEGATE's accounting system and internal controls are adequate to record and safeguard the assets entrusted to DELEGATE.
- (b) Income Generation
- DELEGATE shall timely report to SETA the source and amount of any income generated as a result of services, activities and/or disposition of equipment funded under the DELEGATE AGREEMENT (e.g., proceeds from the sale of handcrafts) and shall abide by SETA directives regarding the use of such income. DELEGATE shall not expend DELEGATE AGREEMENT-related income unless or until authorized, in writing, by SETA.
- (c) Additional Funding
- DELEGATE shall notify SETA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, SETA, in its sole discretion, may reduce payment to DELEGATE upon redetermination of the appropriateness of the reimbursement of costs under the DELEGATE AGREEMENT.

(d) Reports

DELEGATE shall maintain such program and fiscal records and shall make such program and fiscal reports as may be required by SETA. DELEGATE shall comply with procedures established by SETA regarding timely completion and submission of required reports.

(e) Preparation of Records and Examination of Records and Facilities

DELEGATE shall prepare and maintain records required by SETA which relate to its performance under the DELEGATE AGREEMENT, specifically including, but not limited to, records pertaining to program activities, service delivery and fiscal and administrative controls. At any reasonable time or during normal business hours, SETA, representatives of HHS, the Office of Inspector General (the "OIG"), the State of California (including the Bureau of State Audits, the State Controller's Office and the DSS), or their duly authorized representatives 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 on or off the premises of DELEGATE. This right also includes timely and reasonable access to DELEGATE and all subcontractor 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 below. SETA shall have the further right to observe, monitor, evaluate and examine DELEGATE's program operation and its offices and facilities utilized in the performance of the DELEGATE AGREEMENT.

(f) Client Files

DELEGATE and all subcontractors shall maintain individual client case files and make these files available to and open for inspection by appropriate SETA, DSS and DHHS representatives.

(g) Preservation of Records

DELEGATE shall preserve and make available all of its records related to the DELEGATE AGREEMENT and any extension or renewal thereof, including, but

not limited to, all financial, statistical, property and participant records and supporting documentation until the expiration of such period of time as required by applicable law or notification from SETA, but in no event less than the expiration of three (3) years from the later of:

- (1) The date of final payment to DELEGATE under the DELEGATE AGREEMENT and any extension or renewal thereof and all other pending matters are closed;
- (2) The end of the fiscal year during which the DELEGATE AGREEMENT or any extension or renewal thereof is terminated; or,
- (3) The completion and finalization of all pending federal, state and SETA audits for the fiscal year during which the DELEGATE AGREEMENT is terminated.

If, at the end of three (3) years, there is ongoing litigation, or any claim, or an audit has not been resolved, DELEGATE shall retain the records until final resolution. If the DELEGATE AGREEMENT is terminated or if DELEGATE is not refunded in subsequent years, this record retention requirement remains applicable. At SETA's sole option, some or all of the records may be ordered transferred to SETA. To the extent that such records are transferred to SETA, this retention requirement is not applicable to DELEGATE. All records pertaining to the DELEGATE AGREEMENT shall be maintained at all times within the State of California. 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 SETA's principal place of business within five (5) working days after receipt of written notice from SETA.

(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) Support of Salaries and Wages

Charges to the 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 staff members, professional and nonprofessional, whose compensation is charged, in whole or in part, directly to the DELEGATE AGREEMENT. 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 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 purpose of 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 Program Budget and Cost Allocation Plan which is attached to the DELEGATE AGREEMENT as Exhibit 3 and incorporated therein by reference.

(j) Disallowed Costs

DELEGATE will be liable for and will repay to SETA any amounts expended under the DELEGATE AGREEMENT found not to be in accordance with the statutes, rules and regulations applicable to Refugee Support Services, and the provisions of the DELEGATE AGREEMENT including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal), other than Refugee Support Services funds received pursuant to the DELEGATE AGREEMENT.

(k) 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 SETA 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 SETA, the federal government and the State of California, 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 SETA 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 both contract and 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 SETA one (1) copy of the audit report no later than ninety (90) calendar days after the end of DELEGATE's fiscal year. Said report shall be sent to:

Fiscal Department Chief
Sacramento Employment and Training Agency
925 Del Paso Blvd.
Sacramento, CA 95815

Additionally, the DHHS, the Office of Inspector General, the Comptroller General of the United States, the State of California (including the Bureau of State Audits, the State Controller's Office and the DSS) and SETA, 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 state, the bureau, the federal government or SETA 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 by appropriate state and federal audit agencies directly related to provisions of the DELEGATE AGREEMENT. DELEGATE shall be liable to SETA for the full amount of SETA's liability to the State of California or federal government resulting from any audit exceptions relating to DELEGATE's performance under the DELEGATE AGREEMENT.

7. Deobligation of Funds

Should DELEGATE fail to timely meet the performance standards as set forth in the DELEGATE AGREEMENT (specifically including the Response to the Request for Proposals and the Program Planning Summary incorporated) for the operation of the program identified in the DELEGATE AGREEMENT, SETA may, 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 SETA's sole discretion,

terminate the DELEGATE AGREEMENT. Should the federal or state government reduce funding to SETA, SETA 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 SETA's sole discretion, terminate the DELEGATE AGREEMENT. In the event of deobligation, SETA may unilaterally amend the DELEGATE AGREEMENT identifying the deobligation. SETA 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.

8. Suspension or Disallowance of Payments/Suspension of Performance

SETA 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 SETA in connection with the DELEGATE AGREEMENT;
- (b) If DELEGATE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (c) If DELEGATE incurs unreasonable administrative costs in the conduct of its activities and program;
- (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 the DSS reduces funding to SETA below the amount in existence at the time the parties entered into the DELEGATE AGREEMENT;
 - (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 SETA policies and procedures;
 - (k) If the DSS suspends its obligations between the DSS and SETA (should this occur and SETA is unable to give DELEGATE five (5) calendar days' notice, SETA shall provide DELEGATE reasonable notice under the prevailing circumstances); or
 - (l) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the federal or state government or SETA.

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

9. **Termination of DELEGATE AGREEMENT**

(a) For Cause

SETA may terminate the DELEGATE AGREEMENT in the following instances by giving written notice to DELEGATE at least five (5) calendar 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 SETA in connection with the DELEGATE AGREEMENT;
- (2) If DELEGATE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (3) If DELEGATE incurs unreasonable administrative costs in the conduct of its activities and program;
- (4) If DELEGATE maintains a pattern of discrimination;
- (5) 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;

- (6) If DELEGATE shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under the DELEGATE AGREEMENT;
- (7) 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;
- (8) If the DSS reduces funding to SETA below the amount in existence at the time the parties entered into the DELEGATE AGREEMENT;
- (9) If DELEGATE utilizes funds provided under the DELEGATE AGREEMENT ineffectively or improperly;
- (10) If DELEGATE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or SETA policies and procedures;
- (11) If the federal or state government suspends or terminates funding to SETA under the Refugee Support Services Grant (should this occur and SETA is unable to give DELEGATE five (5) calendar days' notice, SETA shall provide DELEGATE reasonable notice under the prevailing circumstances);
- (12) If DELEGATE, consistent with Section 106(g) of the Trafficking Victims Protection Act of 2000, 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,
- (13) If DELEGATE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the federal or state government or SETA.

(b) For Convenience

SETA may terminate the DELEGATE AGREEMENT for convenience at any time by giving written notice to DELEGATE of such termination and specifying the

effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

(c) Payment Upon Termination

If the DELEGATE AGREEMENT is terminated by SETA, as provided in this Paragraph 9, 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 SETA, in writing, in the notice of termination. SETA 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 SETA, become the property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding the above, DELEGATE shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of the DELEGATE AGREEMENT by DELEGATE, including SETA liability for funds wrongfully or misspent by DELEGATE, disallowed costs, or audit exceptions under the DELEGATE AGREEMENT, and SETA may withhold any payment or reimbursement to DELEGATE for purposes of setoff until such time as the exact amount of damages due SETA from DELEGATE is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of the DELEGATE AGREEMENT, shall release DELEGATE from its liability to SETA for wrongfully or misspent funds or disallowed costs should the amount of those wrongfully or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due DELEGATE.

10. Procedures for Corrective Action

- (a) Whenever SETA has reasonable cause to believe that DELEGATE has failed to comply with any provision of the DELEGATE AGREEMENT, SETA policies or procedures, and/or applicable federal, state and local laws, executive orders or administrative regulations, SETA may, in lieu of immediately giving notice of

- termination of the DELEGATE AGREEMENT pursuant to the provisions of Paragraph 9, 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, SETA shall give DELEGATE reasonable written notice (generally no more than thirty (30) calendar 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 SETA 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 SETA as to the implementation process.
 - (d) SETA may suspend or disallow payments to DELEGATE and/or suspend performance in accordance with Paragraph 9 above 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, SETA shall recommend to SETA's Governing Board that the DELEGATE AGREEMENT be terminated in accordance with the provisions of Paragraph 9 above.
 - (f) Notwithstanding the provisions of this Paragraph 10, SETA shall immediately suspend the payment of funds to DELEGATE when SETA 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 9 above.

11. **Property**

- (a) Any equipment, materials, supplies or property of any kind acquired by DELEGATE pursuant to the DELEGATE AGREEMENT shall be subject to all rules, procedures and restrictions as set forth in all applicable federal, state and local laws and administrative regulations, including SETA policies and procedures, and any other applicable procedures or regulations that may be

established by the federal government, the State of California and/or SETA. Said property shall be used solely for purposes of fulfilling DELEGATE's obligations under the DELEGATE AGREEMENT unless otherwise approved in writing by SETA. If personal property is used for the Targeted Assistance program, the Refugee Support Services program and any other programs, the cost shall be allocated pro rata among the programs utilizing such property. All property purchased in whole or in part with funds provided pursuant to the DELEGATE AGREEMENT must be purchased in accordance with the provisions of the DELEGATE AGREEMENT, including the Program Budget and Cost Allocation Plan, attached thereto as Exhibit 3 and incorporated therein by reference. Title to all such equipment, materials, supplies or property of any kind and all finished or unfinished documents, data, records, studies and reports purchased or prepared with funds provided under the DELEGATE AGREEMENT shall vest in SETA and shall, at SETA's request and discretion, be returned to SETA upon termination of the DELEGATE AGREEMENT. At the time of purchase of equipment under the terms hereto, DELEGATE shall submit a list of such equipment in accordance with instructions from SETA.

(b)

Prior authorization in writing by SETA is required before DELEGATE shall be reimbursed for any purchase order or subcontract exceeding One Thousand Dollars (\$1,000) for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of One Hundred Fifty Dollars (\$150) or more per day. DELEGATE must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. DELEGATE must include in a written agreement with the vendor, or the subcontractor, the following clause: "(Name of Vendor or Subcontractor) agrees to maintain and preserve, until three (3) years after termination of (Delegate's Name)'s agreement with the Sacramento Employment and Training Agency (SETA), and to permit SETA and/or the State of California or any of their

authorized representatives to have access to and the right to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract).” The terms “purchase order” and “subcontract,” as used in this paragraph only, exclude: (a) purchase orders not exceeding One Thousand Dollars (\$1,000); and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

- (c) Title to intangible personal property produced or acquired pursuant to the DELEGATE AGREEMENT, including patents and copyrights, shall vest and be held in accordance with applicable federal, state and local laws and administrative regulations, including SETA policies and procedures. DELEGATE shall immediately report to SETA any discovery or invention which arises or is developed in the performance of or under the DELEGATE AGREEMENT.
- (d) DELEGATE shall exercise due care in the use, maintenance, protection and preservation of SETA-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.
- (e) Funds provided under the DELEGATE AGREEMENT shall not be used to purchase real property, and any acquisition (either by purchase or rental) of personal property the value of which is more than Five Hundred Dollars (\$500) per unit and which has a useful life of more than two (2) years shall have the prior written approval of SETA.
- (f) Except as otherwise provided in the DELEGATE AGREEMENT or directed in writing by SETA, DELEGATE shall not affix any restrictive markings upon any property, and if such markings are affixed, SETA shall have the right at any time to modify, remove, obliterate or ignore such markings.

12. **License for Use**

SETA, the federal government and the State of California shall have a royalty-free, nonexclusive and irrevocable license to publish, translate or use, now or hereafter, all material subject to copyright developed under the DELEGATE AGREEMENT including

those covered by copyright. SETA reserves the right to use and reproduce all reports and data produced and delivered pursuant to the DELEGATE AGREEMENT and reserves the right to authorize others to use and reproduce such materials. Any other provision of the DELEGATE AGREEMENT notwithstanding, DELEGATE shall grant to SETA, the federal government and the State of California 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 now or hereafter covered by copyright; provided that, with respect to data not originated in the performance of the DELEGATE AGREEMENT, such license shall be only to the extent that DELEGATE has the right to grant such license without becoming liable to pay compensation to others because of such grant. DELEGATE shall exert all reasonable effort to advise SETA, at the time of delivery of data furnished under the DELEGATE AGREEMENT, of all invasions of the right to privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the DELEGATE AGREEMENT and not licensed under this paragraph. DELEGATE shall not affix any restrictive markings upon any data, and if such markings are affixed, SETA shall have the right at any time to modify, remove, obliterate, or ignore such markings. DELEGATE shall report to SETA, promptly and in written detail, each notice of claim of copyright infringement received by DELEGATE with respect to all data delivered under the DELEGATE AGREEMENT.

13. 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 SETA, and may be used as SETA sees fit, including the right to reuse and publish the same without limitation.

14. Insurance

During the term of the DELEGATE AGREEMENT, DELEGATE shall maintain insurance coverages in conformance with the provisions of Exhibit 7, attached to the DELEGATE AGREEMENT and incorporated therein by reference.

15. Facilities

DELEGATE agrees to operate the program(s) funded by the DELEGATE AGREEMENT in facilities that meet federal, state, and local safety and health laws and regulations including, but not limited to, federal and state occupational safety and health laws and regulations and the California Safe Drinking Water and Toxic Enforcement Act of 1986, and to maintain said facilities in accordance with these laws and regulations.

16. Personnel

- (a) By signing the DELEGATE AGREEMENT, DELEGATE 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 SETA, and DELEGATE shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of the DELEGATE AGREEMENT.
- (b) All of the obligations and/or services to be performed by DELEGATE 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.
- (c) By signing the DELEGATE AGREEMENT, DELEGATE agrees that in the performance of its obligations under the DELEGATE AGREEMENT 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 SETA, shall be employed, engaged or retained.
- (d) In the event that the DSS or SETA, 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 the DSS or SETA.
- (e) DELEGATE shall not substitute for personnel set forth in the Response to the Request for Proposals incorporated by reference into the DELEGATE

AGREEMENT without the prior written consent of SETA.

- (f) DELEGATE agrees to give priority consideration in filling vacancies in positions funded by the DELEGATE AGREEMENT to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of the California Welfare and Institutions Code in accordance with Article 3.9 (commencing with Section 11349) of the Welfare and Institutions Code, as required by Public Contract Code Section 10353.

17. Debarment, Suspension, Termination and/or Revocation

- (a) By signing the DELEGATE AGREEMENT, DELEGATE 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) above; 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 therefor.

(c) DELEGATE shall request this certification from any subcontractors that perform services under the DELEGATE AGREEMENT.

18. Pro-Children Act of 1994

DELEGATE shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 and DELEGATE shall not permit smoking in any portion of any indoor facility owned, leased or contracted by DELEGATE and used routinely or regularly for the provision of health, day care, education or library services to children under the age of eighteen (18), if the services are funded pursuant to the DELEGATE AGREEMENT.

19. 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 SETA and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

20. 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.

21. Wages

DELEGATE shall comply with applicable regulations and standards of the federal and state governments and SETA policies and determinations in establishing wages and prices. If the DELEGATE AGREEMENT is in excess of Two Thousand Five Hundred Dollars (\$2,500) and provides for the employment of refugees as mechanics or laborers, DELEGATE agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), as supplemented by 29 CFR, Part 5. This requires that DELEGATE shall compute wages on the basis of a standard work day of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of

the standard shall be compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the workweek.

22. Nepotism

No member of the immediate family of any officer, director, executive or employee of DELEGATE, SETA or the DSS 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, staff position or on-the-job training position funded under the DELEGATE AGREEMENT, if a member of that person's immediate family is employed in an administrative capacity for SETA, 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 a program, including members of SETA's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of DELEGATE, or where that individual would be the supervisor of an individual paid with funds provided under the DELEGATE AGREEMENT or performing duties under the DELEGATE AGREEMENT.
- (c) The term "staff position" refers to all staff positions providing services under the DELEGATE AGREEMENT, such as instructors, counselors, and other staff involved in administrative, training or service activities.

23. Conflict of Interest

- (a) Neither an officer, director, executive or employee of DELEGATE, nor an elected

official in the area or a member of a Private Industry Council 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 SETA or DELEGATE.

- (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 DELEGATE AGREEMENT funds.
- (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 SETA policies regarding conflict of interest.

24. Employment of Former State Employees

DELEGATE shall ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by the DELEGATE AGREEMENT will not be assigned to any part or phase of the activities conducted pursuant to the DELEGATE AGREEMENT for a period of not less than two (2) years following the termination of such employment.

25. Nondiscrimination/Equal Opportunity

In addition to the Nondiscrimination Addendum attached to the DELEGATE AGREEMENT as Exhibit 8 and incorporated therein by reference, 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 (a) the President'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) the California Fair Employment and Housing Act, and any subsequent amendments thereto; (f) the DSS Manual of Policies and Procedures, Division 21, and Welfare and Institutions Code, Section 10000; and (g) SETA policies. By signing the DELEGATE AGREEMENT, 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 to authorized refugees 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 shall not 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 shall further 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 shall recognize the right of SETA, the United States Government and/or the State of California to seek judicial enforcement of the foregoing covenants against discrimination.

26. Section 504 of the Rehabilitation Act

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 his or her 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.

27. Refugee Act and Regulations

DELEGATE shall conform to the Refugee Act of 1980 (PL 96-212), the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605), to the extent relevant and made applicable by law and/or policy guidance, to federal guidelines and regulations found in, but not limited to:

- (a) 45 CFR Part 16, "Procedures of the Department Grant Appeals Board."
- (b) 45 CFR Part 30, "Claims Collection."
- (c) 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (HHS Super Circular)."
- (d) 45 CFR Part 77, "Remedial Actions Applicable to Letter of Credit Administration."
- (e) 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."
- (f) 45 CFR Part 81, "Practice and Procedures for Hearings under Part 80 of this Title."
- (g) 45 CFR Part 82, "Governmentwide Requirements for Drug-Free Workplace."
- (h) 45 CFR Part 84, "Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance."
- (i) 45 CFR Part 86, "Nondiscrimination on the Basis of Sex in Educational Programs or Activities Receiving Federal Financial Assistance from HHS."
- (j) 45 CFR Part 91, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS."
- (k) 45 CFR Part 87, "Equal Treatment for Faith-Based Organizations."
- (l) 45 CFR Part 93, "New Restrictions on Lobbying."
- (m) 45 CFR Part 95, "General Administration - Grant Programs (Public Assistance, Medical Assistance, and State Children's Health Insurance Programs)."

- (n) 45 CFR Part 400, "Refugee Resettlement Program."
- (o) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104).

28. State Statutory Requirements

DELEGATE shall comply with the provisions of Sections 13275-13283 of the California Welfare and Institutions Code.

29. Grievances

DELEGATE shall provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services. This system shall be in accordance with the grievance requirements issued by SETA and shall include notification to the recipients of their right to a state hearing.

30. Coordination of Programs and Activities

DELEGATE shall, to the maximum extent feasible, coordinate all programs and activities supported under the DELEGATE AGREEMENT with other programs under the Refugee Resettlement social service programs, and other employment and training programs at the state and local level.

31. Confidentiality

- (a) DELEGATE shall comply and require its employees and subcontractors to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the DSS Manual of Policies and Procedures, to assure that:
 - (1) All applications and records concerning an individual made or kept by DELEGATE in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by California from the federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
 - (2) No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient. DELEGATE agrees to inform all of its employees,

agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

- (b) DELEGATE shall comply with SETA's Policy on Confidentiality of Participant Records attached to the DELEGATE AGREEMENT as Exhibit 9 and incorporated therein by reference.

32. Refugee Cash Assistance/Entrant Cash Assistance, General Assistance and Temporary Assistance to Needy Families

DELEGATE shall comply with the referral and sanction requirements/procedures for Refugee Cash Assistance/Entrant Cash Assistance (RCA/ECA), General Assistance (GA) and Temporary Assistance to Needy Families (TANF) recipients as specified in the DSS Manual of Policies and Procedures Divisions 69 and 40, respectively; Exhibits 10 and 11 attached to the DELEGATE AGREEMENT and incorporated therein by reference; and applicable state guidelines for Targeted Assistance and/or Refugee Support Services.

33. 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 SETA 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.

34. Contingent Fee

DELEGATE shall warrant 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, SETA shall have the right to terminate the DELEGATE AGREEMENT and/or, at its sole discretion, to deduct from the DELEGATE's payment or reimbursement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingency fee.

35. Kickbacks

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.

36. Fraud and Program Abuse

DELEGATE shall establish and implement appropriate internal program management procedures to prevent fraud, abuse and criminal activity. DELEGATE shall notify SETA within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts involving Refugee Support Services funds.

37. Political Activity/Lobbying

DELEGATE shall comply with all applicable federal and state laws and administrative regulations, as well as SETA 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 HHS regulations codified at 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 annually execute and provide to SETA a Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by SETA.

38. Sectarian Activities

DELEGATE, by signing the DELEGATE AGREEMENT, assures and certifies that:

- (a) DELEGATE will 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.

39. 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 SETA. Any attempt by DELEGATE to assign, delegate or subcontract any performance of its obligations hereunder without the prior express written consent of SETA 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 shall be

fully responsible to SETA for the performance of any subcontractor, delegate or assignee and shall hold SETA harmless against any liability incurred by the subcontractor, delegate or assignee.

- (b) Without the prior express written consent of SETA, 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.

40. 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 SETA harmless from any such claim.

41. 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 shall indemnify, defend and hold harmless SETA 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.

42. Delegate Agency Status

DELEGATE shall comply with all federal, state and SETA requirements for delegate

agency status under applicable federal, state and local laws and administrative regulations.

43. 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, SETA 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 SETA within thirty (30) calendar days after promulgation of the amendments, revisions or modifications that it cannot so conform so that SETA may take appropriate action, including termination of the DELEGATE AGREEMENT.

44. Clean Air and Clean Water

If the DELEGATE AGREEMENT is in excess of One Hundred Thousand Dollars (\$100,000), DELEGATE agrees to 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 United States Environmental Protection Agency (the "EPA") regulations (40 CFR, Part 15). Under those laws and regulations, the DELEGATE shall ensure 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 SETA, 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 SETA 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.

45. Energy Conservation

DELEGATE shall comply with the mandatory standards and policies relating to energy

efficiency in the state Energy Conservation Plan (Title 24, California Code of Regulations), as required by the U. S. Energy Policy and Conservation Act (P.L. 94-163).

46. Press Releases and Communications

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 SETA. Unless otherwise directed by SETA, in all communications, DELEGATE shall make specific reference to SETA as the funding agency.

47. Immigration Reform and Control Act of 1986

By signing the DELEGATE AGREEMENT, DELEGATE agrees and 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 Section 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

48. Drug-Free Workplace Certification

By signing the DELEGATE AGREEMENT, 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 - "Governmentwide 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 Government Code Section 8350(a).
- (b) Establishing 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 DELEGATE AGREEMENT.

49. Successors

At the sole discretion of any successor-in-interest of SETA, the DELEGATE AGREEMENT shall bind and inure to that successor-in-interest of SETA, in the same manner as if such party had been expressly named herein. The DELEGATE AGREEMENT shall only bind and inure to a successor-in-interest of DELEGATE upon SETA's prior express written consent.

50. Entire Agreement/Modifications

The DELEGATE AGREEMENT constitutes the entire agreement between the parties thereto for the program conducted pursuant to the DELEGATE AGREEMENT and no oral understanding not incorporated therein shall be binding on any of the parties thereto. 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 thereto. 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 SETA, 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 SETA may unilaterally amend the DELEGATE AGREEMENT in this regard.

51. 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.

52. Titles

The titles to the paragraphs of these STANDARD CONDITIONS are solely for the convenience of the parties and are not an aid in the interpretation of these STANDARD CONDITIONS.

53. Waiver

The waiver by SETA of any default, breach or condition precedent under the DELEGATE AGREEMENT shall not be construed as a waiver on the part of SETA of any other default, breach or condition precedent, or any other right thereunder.

54. Limitation of Actions

In the event either the federal or state government disallows any costs incurred by DELEGATE in the performance of the DELEGATE AGREEMENT, SETA 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 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.

55. 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 SETA policies and procedures.

56. 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.

57. Enforceable Agreement

The DELEGATE AGREEMENT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties.

58. Time of the Essence

Time is of the essence in the performance of the DELEGATE AGREEMENT.

59. Statutes, Regulations, Policies and Procedures

DELEGATE shall provide the services under the DELEGATE AGREEMENT strictly in accordance with:

- (a) Section 412(c) of the Immigration and Nationality Act ("INA"), as amended by the Refugee Act of 1980 (Public Law 96-212 [8 U.S.C. 1522]), the Refugee Assistance Amendments of 1982 (Public Law 97-363) and the Refugee Assistance Extension Act of 1986 (Public Law 99-605) and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulations, policies and/or procedures which may replace them; and
- (b) All applicable federal, State and local laws and administrative regulations and applicable State and SETA policies and procedures.

60. 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.

MODIFICATION OF AGREEMENT for Delegation of Activities under the Refugee Support Services (RSS) and Grants of the Refugee Resettlement Program		AGREEMENT NUMBER	
		074430RS-HAU	
		MODIFICATION NUMBER	
		YEAR 1/ONE	
1. DELEGATE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		ELL Workforce Navigator	
3. AGREEMENT TERM:	8/3/2023 through 9/30/2025	4. CAT. NO./CFDA:	93.566
5. EFFECTIVE DATE OF MODIFICATION:	4/10/2024	6. DUNS#:	060697109
7. AWARD AMOUNT:	\$51,675.00		
8. MAXIMUM ANNUAL EXTENSIONS:	Two (2)		
9. TERMS & CONDITIONS:			
<p>The parties agree to modify this Agreement. This modification consists of this sheet, which sets forth changes to the following terms, conditions, and/or requirements.</p> <ul style="list-style-type: none"> a. Contract term extended to September 30, 2025. b. Exhibit 3 – Program Budget and Cost Allocation Plan, revised – reduced due to CDSS-RPB reallocation of funds. 			
<p>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. All other terms and conditions set forth in the Agreement shall remain in full force and effect. To the extent of any conflict between the language of this modification and the language of the Agreement and/or any previous modifications, the language of the document bearing the most recent data shall prevail.</p>			
<p>IN WITNESS WHEREOF, this modification of the Agreement has been dated and executed by the parties hereto.</p>			
DELEGATE			
Name: Sacramento City Unified School District			
By: <i>Janea Marking</i>		Date Signed: 9/30/24	
Printed Name/Title of Authorized Signer: <u>Janea Marking, Chief Business & Operations Officer</u>			
Address: 5735 47 th Avenue, Sacramento, CA 95824		Email address: janea-marking@scusd.edu	
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Anita Maldonado, Executive Director			
Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815		Email address: Anita.Maldonado@seta.net	

EXHIBIT 3
BUDGET AND COST ALLOCATION PLAN
RSS-HAU
MODIFICATION: YEAR 1/ONE

**RSS HOUSING ASSISTANCE for UKRAINIANS (HAU)
BUDGET AND COST ALLOCATION PLAN**

Agreement #: 074430RS-HAU
Modification #: YEAR 1/ONE
Activity: RSS Employment Programs (HAU Supportive Services)

Delegate Name: Sacramento City Unified School District	
Street Address: 5451 Lemon Hill Avenue	City: Sacramento, CA Zip: 95824
Program Contact: Marla Clayton-Johnson	Phone: 916-395-5800
Fiscal Contact Person: Cindy Tao	Phone: 916-643-7400
E-Mail Address: cindy-tao@scusd.edu	
BUDGET PERIOD: 8/3/2023 through 9/30/2025	

BUDGET SUMMARY - COST REIMBURSEMENT	
TYPE OF COST	SETA SHARE TOTAL
A. Personnel	0
B1. Fixed Asset Purchases	0
B2. Other Equipment Costs	0
C. Other Costs	0
D1. Other Participant Cost	0
D2. Support Services	\$51,675
Total Cost:	\$51,675

COST ALLOCATION PLAN

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

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

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

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

A. Personnel Costs					
Job Title	Dates From – To (mm/dd/yy – mm/dd/yy)	Full Salary Per Month	Number of Months	% SETA (ex: .25 = 25%)	Costs For This Program
					Total
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
Total Salaries					
Total Fringe Benefits (Employer's Contribution Only)					
		Total Costs			0

EXHIBIT 3

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

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

EXHIBIT 3

C. Other Costs Direct Cost	Full Cost Information			Costs For This Program
Facility: Address:	Monthly Cost	# of Months	% SETA (ex: .25 = 25%)	Total
Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease				
Owned: <input type="checkbox"/> Depreciation				
Utilities				
Telephone				
Office Supplies				
Duplication/Printing				
Other:				
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage				
Other:				
Other:				
Subcontracts: Contractual				
Other:				
Total Direct Costs				
Indirect Costs - Approved Rate: X Costs:				
Total Costs				0

*Attach copy of approval letter from cognizant agency

<u>D. DIRECT PARTICIPANT COSTS</u>	COSTS FOR THIS PROGRAM
Type/Cost Information	
1. Other Participant Costs	
Training Materials	
Total Other Participant Costs	
2. Support Services	
Transportation:	
Other: Housing and Utility Assistance	\$51,675
Total Support Services	\$51,675
Total Direct Participant Costs (1+2)	\$51,675

Grant Award Notification



GRANTEE NAME AND ADDRESS Sacramento City Unified School District Lisa Allen, Interim Superintendent P.O. Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			24	13007	67439	01
Attention Lisa Allen, Interim Superintendent			INDEX		County Code	
Email superintendent@scusd.edu			0663		34	
Telephone 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI) Q4QJQR4MX729			Resource Code		Revenue Object Code	
Program Office Sacramento City Unified SELPA, 3412			3395		8182	
Name of Grant Program 2024-25 Special Education Alternate Dispute Resolution						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$15,157		\$15,157		07/1/2024	09/30/2026
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	
84.027A	H027A240116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	

I am pleased to inform you that you have been funded for the Special Education Alternate Dispute Resolution Grant. This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Matsumoto at ADR@cde.ca.gov

California Department of Education Contact Julie Toy		Job Title Education Programs Consultant	
E-mail Address jtoy@cde.ca.gov		Telephone 916-322-1767	
Authorized by the State Superintendent of Public Instruction or Designee 		Date November 12, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent Janea Marking		Title Chief Business and Operations Officer	
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055	
Signature 		Date	

Federally Funded Requirements

The grantee must comply with the Cash Management requirements that pertain to Title 2, Code of Federal Regulations (CFR) sections 200.302 and 200.305. Grantees of advanced federal funds must calculate and report interest on a quarterly basis to the CDE at cashmanagement@cde.ca.gov and, at least annually, remit any interest earned greater than \$500 per year. Additional information is available on the CDE Interest Earned on Federal Funds web page at <https://www.cde.ca.gov/fg/ac/co/intfedfunds.asp>. Contact cashmanagement@cde.ca.gov if you have any questions.

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA, Part B, funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications is available on the CDE General Assurances web page at <https://www.cde.ca.gov/fg/fo/fm/ff.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. The grantee must complete and submit the required Expenditure Reports to SEDgrants@cde.ca.gov, available on the Local Educational Agency Grants webpage under Other Resources at <https://www.cde.ca.gov/sp/se/as/leagrnts.asp>. Please ensure these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended or legally obligated within the designated award period. For information on reporting requirements and payment reimbursements, refer to the Expenditure Report Instructions available on the Local Educational Agency Grants webpage under Other Resources at <https://www.cde.ca.gov/sp/se/as/leagrnts.asp>. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101 453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.

7. The grantee must provide for each member of the local educational agency receiving IDEA funds the negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies are available on the CDE ICR web page at <https://www.cde.ca.gov/fg/ac/ic/>. The grantee must complete the ICR report and return with the Final Expenditure Report.
8. The grantee must complete and submit the Final Expenditure Report and ICR Report to SEDGrants@cde.ca.gov no later than **October 10, 2026**, in order to meet end-of-year federal reporting and payment deadlines. If October 10 falls on a weekend, the final expenditure report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
10. Under the authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.
11. The grantee agrees to meet all applicable requirements of state and federal rules and regulations for use of funds. Specifically, the grantee will: (1) use the funds solely for the purpose of developing and testing procedures, materials, training, evaluation, and implementation of alternate dispute resolution (ADR) in special education; (2) continue to implement and apply benefits of the activities funded by this grant without additional awards from the CDE; and (3) agree to attend at least one professional development event that addresses mediation and other ADR practices.
12. To continue receiving grant payments, the grantee must complete and return the enclosed 2024–25 Special Education (SPED) ADR Program Progress Reports and Final Budget Summary to the ADR mailbox at ADR@cde.ca.gov, on the basis of the reporting periods provided on the form. SPED ADR Program funding may be impacted by the data and information provided.

If you have any questions regarding this grant, please contact Julie Toy, Education Programs Consultant, Special Education Division, at 916-322-1767 or JToy@cde.ca.gov. If you have questions regarding payment status, please contact the Special Education Division, Fiscal Payments I Unit at SEDGrants@cde.ca.gov.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is entered into as of the date of the last signature of the parties below by and between The Regents of the University of California, on behalf of its UC Davis Health (“**UCDH**”), and Arthur Benjamin Health Professions High School (“**ABPHS**”). **UCDH** and **ABPHS** are each referred to as a “**Party**” and together as the “**Parties.**”

The Parties have entered into discussions concerning potential collaboration (the “**Collaboration**”) that the Parties anticipate would involve:

Educational outreach, data exchange and shadowing opportunities

The Parties now set forth their mutual intention to work together in an effort to advance their discussions relating to the Collaboration.

1. Background and Purpose.

Clinical research is a part of UCDH mission. As a part of the mission, UCDH is engaged in innovative workforce development programs aiming to increase awareness of clinical research as profession and to educate community about clinical research in general. Previously, five (5) achieving students from ABPHS spent five (5) days on the UCDH campus, immersing in clinical research concepts and hands on activities. UCDH wishes to build on this successful collaboration by introducing additional learning opportunities to ABPHS students the 2024-2025 academic school year.

2. General Structure.

UCDH will provide the following:

- a. Educational outreach (Approx two (2) times per month, for the duration of the semester, covering a variety of topics in health and clinical research (lectures and hands on activities)
- b. Providing deidentified aggregated health data for the explicit purposes of fulfilling students’ academic requirements for graduation. This data will not be used for any other purpose, and will not be made publicly available on social media, websites or any other public media outlets by school employees, students or students’ relatives.
- c. Live demonstration of technology for querying health data in de-identified aggregated manner
- d. Hosting a cohort (no more than 5) of students during summer 2025 at UCDH facilities for the purposes of hands on learning about clinical research. This activities will be provided by the CTSC in line with the UCDH Policy “Observers” and will require completion of individual confidentiality agreements.

ABPHPS will provide the following:

- a. Assistance with scheduling of the UCDH visitors, parking, badges and other necessary administrative provisions
 - b. Audio visual equipment
 - c. Assistance with creating questions and queries for health data
 - d. Assist with selection of students for hands-on learning
3. General Coordinators. Each Party shall designate an individual within each respective Party's organization to generally oversee and facilitate the implementation of this MOU. These individuals are:

For UCDH: Olga Kishchenko, CTO Education Program Manager

For ABPHPS: Holly Buckley, Principal

Binding Terms

4. Non-Binding Nature. This MOU and any other documentation and communications between the Parties are not intended to create or constitute any legally binding obligations, liability, or commitment by the Parties (such Sections of this MOU, collectively, the "**Binding Terms**").
5. Confidentiality. The Parties have entered into a Confidentiality Agreement dated as of January 1, 2025. In the event of any conflict between this MOU and the Confidentiality Agreement, the Confidentiality Agreement shall control.
6. Period of Agreement: The term of this Agreement shall be from January 1, 2025 to June 30, 2025. This Agreement may be terminated by the District with or without cause, by providing at least ten (10) days written notice.
7. Intellectual Property. By entering into this MOU, neither Party grants to the other Party any intellectual property or other proprietary rights that such Party owns or controls by implication, estoppel, or otherwise.
8. Termination. The MOU may be terminated by either Party with or without cause by giving thirty (30) days prior written notice to the other Party. Upon termination of the MOU, the Parties shall have no further obligations hereunder; provided, however, that termination of shall not affect any rights or obligations of the Parties that accrued prior to the date of termination, which shall survive any termination of this MOU.
9. Notices. All notices, requests, or other communications required or anticipated under this MOU shall be in writing and shall be delivered to the respective Parties by personal delivery; by United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express, addressed

to the respective Parties at the addresses set forth below. Notices shall be deemed delivered on the date of personal delivery, two days following the date indicated on the United States Postal Service return receipt, or one day following deposit with overnight delivery service.

If to UCDH:

Olga Kishchenko
CTO Education Program Manager
Clinical and Translational Science Center
2921 Stockton Blvd
Suite 1400
Sacramento CA 95817
(with a copy to UCDH Legal Affairs via electronic mail: ucdhlegal@ucdavis.edu)

If to ABPHS:

Tina Alvarez Bevens, Contract Analyst
Sacramento City Unified School District
5735 47th Avenue
Sacramento CA 95824
Tina-alvarez-bevens@scusd.edu

10. Legal Relationship. This MOU shall be construed as a general expression of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing contained in this MOU shall be construed to (i) give either Party the power to direct or control the day-to-day activities of the other, (ii) constitute the Parties as joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.
11. Publicity; University Name and Marks. Each Party agrees that any communication with the public (e.g., press releases, social media posts, blog entries, op-ed pieces, conference or webinar presentations, etc.) about this co-operative arrangement, or any use of the other Party's name, must be submitted by the Party creating the content to the other Party for review, comment, and approval by the other Party before such content is made available to the public or media. If the Party creating the content does not receive express written approval from the other Party, the Party creating the content is not permitted to use it. Without limiting the generality of the foregoing, ABPHS shall not use or permit its affiliates to use any name or logo of the University of California ("University"), including UCDH, or its employees in, including, but not limited to in any advertisement, display, press release or other information released to the public, whether or not with reference to this MOU or any product or service resulting from this MOU, without the prior written approval of an authorized representative of UCDH. ABPHS understands that use of any University

name or mark, including the UCDH name, abbreviation and trademarks are subject to California Education Code § 92000.

12. Costs. No cost or financial agreement of this MOU.
13. Representations and Warranties; No Conflict. Each Party represents and warrants that neither the execution of this MOU nor the performance of its obligations hereunder will either constitute a violation or be in conflict with, or constitute a breach or default under, or require any consent or approval that has not been obtained, with respect to any of (a) such Party's articles of incorporation/organization, bylaws, or any other document of self-governance, or (b) any agreement, instrument, letter of intent or other obligation to which either such Party is a party or by which such Party is bound.
14. Governing Law. This MOU shall be governed by and construed under the laws of the State of California, without giving effect to principles of conflict of laws.
15. Severability. If any of the Binding Terms or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Binding Terms and the application of such terms or provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law.
16. Signature and Counterparts. This MOU may be executed (including electronically) in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this MOU transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the MOU, shall have the same effect as physical delivery of the paper document bearing the original signature.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the duly authorized representatives of each Party have executed this MOU as of the date first set forth above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, UC DAVIS HEALTH

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



Signed by:
BY: Janea Marking
D2972921888C416...

NAME: Janea Marking

TITLE: Chief Business & Operations Officer

DATE: 12/18/2024

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, District Superintendent Sacramento City Unified School District 3101 Redding Avenue Sacramento, CA 95820				CDE GRANT NUMBER			
				FY 23	PCA 25753	Vendor Number 67439	Suffix 00
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office				Resource Code 7034	Revenue Object Code 8520	34	
Telephone 916-395-5600				INDEX			
Name of Grant Program Commercial Dishwasher Grant						0190	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$200,000.00		\$200,000.00		6-28-24	1-5-26	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
I am pleased to inform you that you have been funded for the Commercial Dishwasher Grant (CDG). To formally accept this award, please use the secure electronic signature process provided in this award email (via Adobe Sign) within 20 business days . As the authorized Child Nutrition Program representative , you are set up as the authorized signer in Adobe Sign. Upon completion, all parties will receive a final PDF copy by email. Mailed documents will not be processed. You are voluntarily agreeing to complete this form/transaction electronically. If you do not wish to do so, please contact the Nutrition Education Consultant below immediately to explain why.							
California Department of Education Contact Andrea Bricker				Job Title Nutrition Education Consultant			
E-mail Address abricker@cde.ca.gov					Telephone 916-323-2473		
Signature of the State Superintendent of Public Instruction or Designee 					Date May 8, 2024		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer			
E-mail Address janea-marking@scusd.edu					Telephone (916) 643-9055		
Signature Signed by: 					Date 12/18/2024		

Grant Award Notification (continued)

Congratulations on your success in competing for these grant funds. We applaud your commitment to providing nutritious meals to California's children while minimizing the environmental impact of single-use food service ware items. This grant is authorized by Section 197, Item 6100-203-0001 of Section 2.00 Provision 13 (Assembly Bill 102 Budget Act of 2023) and funded by the California State Budget. The purpose of the CDG is to promote single-use waste reduction and to transition schools to safe, reusable food service ware through the purchase of an energy-efficient commercial dishwasher and/or costs directly related to installation. **This Grant Award Notification (GAN) must be electronically signed (via Adobe Sign) and submitted to the California Department of Education (CDE) Nutrition Services Division before any grant funds can be disbursed to your district or agency. Please keep the final PDF copy for your records.**

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

Grantees agree to the following:

1. Be an approved National School Lunch Program or School Breakfast Program sponsor(s) prior to receiving grant funding.
2. Expend CDG funds only for the purposes authorized by Section 197, Item 6100-203-0001 of Section 2.00 Provision 13 (Assembly Bill 102 Budget Act of 2023) and in accordance with the signed CDG Application and the CDG Guidelines.
3. Expend all grant funds only at approved school site(s) under its administrative jurisdiction: **West Campus High School, Rosa Parks Middle School, Will C Wood Middle School, Cesar Chavez Elementary, Fern Bacon Middle School** to purchase and/or install one energy-efficient commercial dishwasher per site and in accordance with local and state regulations and requirements. Funds must be used for energy-efficient commercial dishwashers located on a school site that meets the Energy Star Product Specification Criteria for Commercial Dishwashers, Version 3.0. Infrastructure costs charged to this grant must be directly associated with the installation of an energy-efficient commercial dishwasher. No indirect cost charges are permitted. Equipment and installation may not occur in an area that is not located at a school site; central kitchens located apart from a school site are not eligible for this grant.
4. Submit a final grant report that includes qualitative and quantitative information to the CDE by January 5, 2026. School food authorities (SFAs) will report equipment purchases, report and summarize costs directly associated with dishwasher installation, provide photos of the dishwasher, and submit narrative responses detailing the impact the CDG has had on their Child Nutrition Program (CNP) meal service and the actual or planned reduction in single-use food service ware. If the SFA does not submit the required report and supporting cost documentation, the total award may be rescinded. Incomplete or missing reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.
5. Upon request, make all facilities, accounts, and records pertaining to the CDG available to the CDE and/or other appropriate officials determined by the CDE for inspection, audit, or review at a reasonable time and place. Such records, including financial and supporting documents and other records pertinent to the services for which a claim was submitted shall be retained for a period of three (3) years plus the current year, unless audit findings have not been

resolved, in which case the records shall be retained beyond three (3) years plus the current year or as long as required for resolution of the findings raised by the audit. The case is considered resolved when there is a final order issued in litigation or a written agreement is entered into between the CDE and the SFA. No termination or expiration of this Supplemental Agreement shall affect the obligation of the SFA to maintain and retain records as specified in this Supplement Agreement and to make such records available for audit or investigation.

6. Upon request, submit copies of receipts or invoices supporting expenditures made under this grant to the CDE Nutrition Services Division. All expenditures must take place within the grant timeframe as described by the award starting date and ending date on page one of the GAN.
7. If an awarded school site closes, make all attempts to donate equipment to another participating School Breakfast Program/National School Lunch Program sponsor so that the equipment can continue to support CNPs.
8. This Supplemental Agreement is not transferable from one SFA to another and, in the event of a change in legal identity or ownership of the SFA, this Supplemental Agreement will be terminated.

The California Department of Education

1. Subject to state availability and appropriation to the CDE of sufficient funds for the CDG, the CDE will make program payment to the SFA in accordance with the terms and conditions of this Supplemental Agreement. During any fiscal year, the reimbursement shall be established in conformance with applicable state laws and regulations. No reimbursement shall be made for performance under this Supplemental Agreement occurring prior to (a) the beginning effective date of this Supplemental Agreement or (b) a later date established by the CDE based on the date of receipt of a fully executed copy of this Supplemental Agreement.
2. If it is determined that the SFA has failed to comply with the conditions of the grant, the CDE may terminate the SFA's participation by written notice. If the SFA's participation in the CDG has been terminated for cause, any payment made to the SFA or any recoveries by the CDE from the SFA shall be in accordance with any legal rights and liabilities of the parties.
3. The CDE reserves the right to deny expenditures that are not allowable under this grant even if the expenditures were initially approved.
4. The CDE releases the remaining 10 percent of grant award funds to the SFA following satisfactory completion of the grant and satisfactory submission of all associated required reports and documentation by the requested due date.

General Terms and Conditions

1. This Supplemental Agreement may be terminated in accordance with state laws and regulations.
2. Either party hereto may terminate this Supplemental Agreement by giving at least 30 days' written notice. The effective date of cancellation shall be agreed upon by both parties. Upon termination or expiration of this Supplemental Agreement, the CDE shall make no further disbursement of funds paid to the SFA in accordance with this Supplemental Agreement except to reimburse the SFA in connection with the CDG on or prior to the termination or expiration date of this Supplemental Agreement.

3. If the CDE terminates the SFA's participation in any CNP, the CDE's action may result in the termination of the SFA's participation in the CDG.
4. Every payment obligation of the CDE under this Supplemental Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The CDE may terminate this Supplemental Agreement at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Supplemental Agreement. In the event the CDE exercises this provision, no liability shall accrue to the CDE, and the CDE shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.



Janea Marking, Chief Business and Operations Officer
Chris Ralston, Assistant Superintendent of Facilities

**AMENDMENT NO. 1 TO AGREEMENT FOR
CONSULTANT SERVICES**

This Amendment to the Agreement for Consultant Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Terracon Consultants, Inc. ("Consultant") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Consultant Services originally entered to on March 8, 2024.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be January 2025;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Consultant staffing on the Project from March 2024 to June 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Consultant for the current services and will now pay for the added services from and after January 16, 2025, on a flat fee basis up to a maximum of \$165,945.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional construction materials and testing services at the request of the DSA-inspector that exceeded original contract amount

Description of funding changes to contract:

Original contract amount	\$99,960.00
Previous change orders through change order #-	\$24,517.65
Contract amount prior to this change order	\$124,477.65
Amount of this change order.....	\$41,467.35
NEW CONTRACT AMOUNT.....	<u>\$165,945.00</u>

Section II All Other Provisions Reaffirmed.

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

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

ACCEPTED AND AGREED on the date indicated below:

DATE: January 16, 2025

**Sacramento City Unified School
District**

Terracon Consultants, Inc.

Janea Marking
Chief Business and Operations Officer

Ryan King
Principal